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THE TRUE ADVENTURES OF A PLAY

BY

LOUIS EVAN SHIPMAN

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THE TRUE ADVENTURES OF A PLAY

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By LOUIS EVAN SHIPMAN

URBAN DIALOGUES
D'ARCY OF THE GUARDS
PREDICAMENTS
THE CURIOUS COURTSHIP OF KATE POINS
THE QUALITY OF YOUTH

Plays

D'ARCY OF THE GUARDS
ON PAROLE
THE ADMIRAL
THE CRISIS
THE CROSSING
JOHN ERMINE OF THE YELLOWSTONE
THE GRAIN OF DUST

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HENRY MILLER AS
MAJOR D'ARCY

THE TRUE ADVENTURES OF A PLAY

BY

LOUIS EVAN SHIPMAN

New York & London
MITCHELL KENNERLEY
1914

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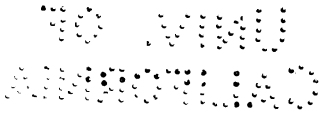

TO MY FRIEND HENRY MILLER,
BUT FOR WHOM THE SUPREME
ADVENTURES OF THE PLAY
WOULD NEVER HAVE COME
TRUE.

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A LETTER FROM PROFESSOR GEORGE P. BAKER

My dear Shipman:

Some time ago, before my fire, you read to a group of my students "The True Adventures of a Play." The interest and pleasure aroused in your audience, all of them embryo playwrights, have made me wish to see the manuscript in print. Were we at the beginning of the nineteenth century, that time of sub-titles, instead of the twentieth century, your book might well be given the sub-title "A Lesson in Patience." Nearly every young dramatist seems to believe that when his play is finished, he has merely to present his manuscript to some play-placer or manager to have its obvious merit immediately recognized. He is perfectly sure that if these merits are so recognized, he has but to wait

in calmness the sure production of his play. This little book will show him what patience, tact, adaptability, and persistence are needed in the waiting game which all except the most fortunate of young dramatists must play. Here you picture, with curiously fair sense of perspective toward your own work, a few of the infinite number of mischances and complications which may stand between a manuscript, pleasing to actors and managers, and its ultimate production. It may be discouraging, but it will in the end be helpful for many of your readers to realize that there were three years between the finishing of your manuscript and its first production in this country, and twelve years between the writing of the play and its first production in London, though at the outset of the "Adventures," D'Arcy seemed likely to be seen in London earlier than in New York.

Yet even while you discourage you encourage. Today when one hears so much, just or unjust, about hasty and ill-considered productions of plays, it is a pleasure

to read your words of appreciation for the production of "D'Arcy" by Henry Miller and Sir George Alexander. Indeed, though I think the vicissitudes of your play may go as far as anything can toward deterring a young dramatist from further writing, I suspect this result will be entirely offset by the evidence in your correspondence of helpfulness and kindly interest on the part of nearly all who read the manuscript. After all, it must have been pleasant to be the cicerone of your play.

Like a good dramatist, too, you are thoroughly up to date. Nowadays, I am told, at the end of a play, we should have settled nothing. Instead we should have painted a picture or put a question. Your "Adventures," like Stockton's "Lady or the Tiger," leave me with a query in this case, one which involves the whole question of the relation of a dramatist to his audience in the treatment of his material. What would have happened to the play if Pamela had not shot D'Arcy at the end of Act II? I wonder.

So, in these few pages, you discourage us, encourage us, and set us wondering. You are still the dramatist I see.

Cordially yours,

GEORGE P. BAKER

THE TRUE ADVENTURES OF A PLAY

CHAPTER I

THE ancient annals of the theatre, copious and never-ending, are filled with the records of the vicissitudinous adventures of plays. To the uninitiate, perhaps, these chronicles may seem, somewhat, to strain for their effect: the obduracy and unintelligence of the old-time manager to be too strongly accented; the sudden success of the despised "stop-gap" thrust on at a moment's notice, to be too dazzling; but I doubt not that it would be possible to parallel, in every generation of the theatre, incidents quite as remarkable of the persistent, and ofttimes disheartening struggle, of what the event proved to be successful plays, against the barriers behind which the

powers of the theatre have seemed in all times to have intrenched themselves, as well as of numberless others, whose way to success has been the primrose way.

The comedies of Goldsmith knocked at no more willing gates than those of Tom Robertson, or of Clyde Fitch; while the golden path of success opened out as easily for Oscar Wilde as it did for Sheridan or Bulwer Lytton. The ironic tragedy of Tobin's death long before his play, "The Honeymoon," was drawn from its musty cubby-hole and successfully produced, is somewhat analogous to the fate of Sir Charles Young and his "Jim the Penman." That managers and actors are not infallible, and that good plays—and some bad ones—are, is as true today as ever it was.

There can be little doubt that the feelings of Mr. Daniel Frohman, over the success of "The Lion and the Mouse," were largely akin to the sensations of Garrick over the extraordinary interest that London and the provinces took in Home's tragedy of "Douglas," produced by his rival. And the

analogy between the circumstances of the earlier and our own time may also be discerned in the further instance of Drury Lane's famous actor-manager, having once let slip the "Scottish Shakespeare's" "Douglas," endeavoring to make amends for his lack of astuteness, by the quick production of the reverend author's other plays; all of them failures. With much the same eagerness has the foremost manager of today, produced the unsuccessful plays of Augustus Thomas and resigned his more fortunate ones to the hands of temerarious competitors.

If we could but get the story, in the whole, of some of the famous successes and failures of bygone days, what a glow it would throw along the devious paths most of them have had to traverse to reach their goal; how it would expose the hopes, miseries, ambitions and gratifications of those whose only peg for memory to hang on, is some faded playbill or casual mention in some more faded reminiscence. We know vaguely of the precarious adventures of "She Stoops to Con-

quer," refused by Garrick, half-heartedly produced by Colman; and Bernard Shaw, in brief autobiographic glimpses, has shown us the dubious journeyings of many of his plays, before they found fit lodging outside their book-covers. But seldom it is that those not of the theatre itself ever hear or know of the precarious wanderings of most plays before they come to their own behind the footlights.

In bringing together the facts and figures, correspondence and memories of the travail of a little comedy of my own, it is with no sense of its importance in relation to the drama of its own time, but simply the desire to give in detail an example, more or less typical, of the conditions which surround and beset the way to production of most plays of today. And I rather fancy, could the truth be known, that the theatrical adventures of "D'Arcy of the Guards" are as typical of the seventeenth and eighteenth centuries as they are of the twentieth.

The idea of writing the play came from overhearing the chance remark, that a play

dealing with the revolutionary period in our history had never been successful. "Never" is a challenging word, and sticks in the crop of youth and inexperience, so my attention was immediately concentrated on the best method of changing the hateful word into "sometimes," or at least a wavering "perhaps." To this end I discarded the usual formula, and decided to use the tragic issues of the war as the merest background for the lightest comedy I could conceive. A red-coated hero was in defiance of the tradition also, but I made him an Irishman, which gave him an air of inconsequence and detachment from the hated British oppressors. With these two ideas in conjunction with the memory of a little story, dear to my boyhood, of a quick-witted Philadelphia Quakeress, Lydia Darrow, who had saved Washington from surprise at Valley Forge, I constructed a simple fiction, that in my own mind depended for whatever favor it might ever hope to receive more on the gaiety and charm of its treatment than on the strength or novelty of its dramatic theme.

The writing took four months of the spring and summer of 1898, and from the very origin of the idea I had Mr. E. H. Sothern before me as the ideal for my Irish guardsman. As I was nearing the completion of the work my ardor was somewhat checked by the newspaper announcement that Sothern would open his season in "A Colonial Girl." The word "Colonial" seemed an ominous impingment on my own enterprise, but "Girl" was reassuring, as I further judged from the following letter, which I received in answer to an inquiry as to whether he would care to read my manuscript. The italicized words show the basis of my judgment. There was evidently too much "Girl" in his new play; but that seems to be inevitable when husband and wife perform in the same company.

The Stenton, Philadelphia.

My dear Shipman:

I have been worried and busy about my new play—pardon me for not replying to yr letter. I shall be very happy to read yr

play. Will you please send it to me at 37 W. 69th St. If the play is good—*and has a big part for me,* I will perhaps be able to try it this season.

My new piece (which is a great success, by the way) is of yr period, so I have the materials handy.

Yrs very truly,
E. H. Sothern.

This was about the middle week of August, and I thought that, if his play was as great a success as he seemed to think, there was no hurry in forwarding him the script, particularly as there were corrections and revisions to make. A month later I received another letter.

The Players,
16 Gramercy Park.

My dear Shipman:

Did you get a letter I wrote you in reply to yrs saying that you had a colonial play?

I sent it to the Players. Will you send me the play in case you still wish me to read it.

Yrs sincerely,
E. H. Sothern.

I still wanted him to read it, for I felt buoyantly confident that it needed but perusal on his part for him to offer my own terms for its production. So "D'Arcy of the Guards," immaculately typed, set out on his journeys, and there was many a weary day of wandering before he came into his own.

The first word I had of the impression he had made was a fortnight or so later, at the Players, where I chanced to meet Daniel Frohman, who was at that time Sothern's manager. And, to digress a moment, I wish here to take the opportunity, as it does not present itself again in this chronicle, to acknowledge the many obligations and courtesies that I, in common with almost everyone who has been associated with the theatre during the last twenty-five years, owe to "D. F.," as he is familiarly known. Never too busy to listen to the unknown, generous

in encouragement, appreciative of the best, but—and the only "but"—his good-nature has led him to read so many bad plays that he rarely has the courage to produce good ones.

Meeting him, as I said, at the club, he greeted me with: "Sothern tells me that at last you've written a good play." I don't know which, of the many obvious retorts I could have made to this, I did make, and I ignored the "at last," for his courtesy had been imposed upon by all my previous efforts, and he had even produced the worst of them the season before. It is useless to say that I was quite lifted to the clouds by his remark, and the further one that he would read it at the first opportunity and give me a decision.

The decision was given by Sothern himself, whom I saw several weeks later, patched and powdered for his part in "The Colonial Girl," in his dressing-room at the old Lyceum. They liked the play, but the story was too slender and slight to hold an audience, they felt; and the climax of the third act, where *Major D'Arcy* is shot by

Pamela Townsend, the heroine, was an insuperable objection. No romantic hero should ever get the worst of it. With this axiom to put in my pipe and smoke, and with my manuscript tucked snugly under my arm, I departed to ruminate on the laws of conduct and circumstance that should always govern the romantic hero, and to wonder whether Bernard Shaw was not right: that the only hope for play and playhouse was to eliminate the despicable hero romantic entirely.

I next turned to Mr. Richard Mansfield, who, distinguished always by his taste and interest in new plays, seemed to be a likely sponsor for my romantic Irishman, and in response to an inquiry from me I received this letter:

Garden Theatre,
New York, Nov. 11th, 1898.

Louis Evan Shipman, Esq.

Dear Sir:

Mr. Mansfield desires me to thank you for yours of the 8th inst., and to say that he

will be most happy to read your play if you will be so good as to send him the MSS.

I am, dear sir,

Yours truly,

Chas. B. Cochran,

Secretary.

I quote it not because of any particular bearing it had on the adventures of the play —I may say here that the manuscript was returned shortly after its receipt with no comment—but in a veracious history of this sort it is not out of place to mention every door at which you knock, whether you get by the portal or not.

About this time, too, I had several conversations with Mr. John Drew concerning the play, and gave him a manuscript to hand on to his manager, Mr. Charles Frohman; but as it was nearly six months before I heard of it again from them, I can take the opportunity to tell of the base use to which I put my Irish hero and colonial heroine during the interim. Finding it difficult to get them on the boards, I decided to put

them between: in other words to make a book of them; to subject them to the ignominy of the printed page; they whose heritage, though denied, should have been the glare of the "bunch" and "spots" and the irradiation of glimmering "foots." For ulterior motive I had an idea that perhaps publishers' advertising and some favorable reviews might point out to the wary and lethargic who sat in the high places that a perfectly good play was going a begging.

And so the metamorphosis was accomplished. A dashing prologue was composed, the acts were sliced into chapters, and before he knew it, hat in hand, my *Major D'Arcy* was presenting himself for the higher criticism of a publisher's reader. He got it. What follows is from one of the literary advisers of The Macmillan Company.

Copy from Report Upon
"D'Arcy of the Guards"

This is a MSS. by a clever and able writer, but as it stands it is only a sketch

for a good story. With a serious effort and a proper respect for his work and his readers, it might be made worth publishing. As it is the joints are a little too obvious, and the needful improbability happens just in its proper place too often. The reader is never warmed up by excitement because the improbable coincidences are brought in with what seems like a desire to make a good scene, rather than a good story, and consequently with a disregard of the reader's sense. While the author is probably correct in thinking that the "romantic" is what the people want, he seems to have forgotten that people do not care to know when they are being deceived, especially when the disillusionment is caused by the very device by which it is attempted to make the illusion. There is plenty of theatrical dash and go in the story, but the quick action and high talk are no substitute for an excitement which I think should not need such obvious aids. I am afraid the story, as it is, is not worth publishing, but the author can write if he will

only show the literary patience which is not in evidence in this MSS.

A week later the following telegram came to me:

Chicago, Feb'y 18, '99.

Louis E. Shipman,
Care The Players.

Accept "D'Arcy" for immediate publication. Regular royalty.

Herbert S. Stone.

This completely assuaged feelings somewhat ruffled by the higher criticism, and the appearance of the book early in the following April furnished a tangible incentive for further assault on the dramatic citadel; and with the idea of making this still more effective I enlisted the services of the well-known author's agent, Elisabeth Marbury.

In the course of talk with John Drew during the winter, I became convinced that he really liked the play, and Miss Marbury, on reading it, expressed herself very unreservedly in its favor; so through their com-

bined interest I managed, after six months' waiting, to get the following:

Empire Theatre
Charles Frohman's Offices
New York, April 11th, '99.

Louis Evan Shipman, Esq.,
The Players, City.

Dear Sir:—

I agreed with Mr. Drew and Miss Marbury to read your play, the first opportunity, after I had gone through the enormous number of plays I had ahead of it. I will reach it this month, and then I will gladly read it. If too late let me know and I will send it to you.

Yours truly,
Charles Frohman.

I discerned faintly some encouragement here, particularly when I considered the powerful friends my Irishman had at court; but hopes, encouragement, and faith in friends at court disappeared like morning

mists when the post delivered this, a fortnight later:

Empire Theatre
Charles Frohman's Offices
New York, April 26th, '99.

Mr. Louis Evan Shipman,
The Players, 16 Gramercy Park, City.

My Dear Mr. Shipman:

I read your play, and I find it will not answer for Mr. Drew. Thank you very much for your consideration in waiting so long.

Yours very truly,
Charles Frohman.

It was Mr. Edward Rose's ingenuous adaptation of the popular novel, "Richard Carvel," that answered for Mr. Drew the following season.

About this time I met Robert Taber, just returned after several years' stay in London, where, as a member of Sir Henry Irving's company, he had attracted unusual attention and created a position for himself with English audiences. I gave him a copy

of the story to read and received this letter a week later.

Stowe, Vermont,
May 13th, '99.

My Dear Shipman:

I've read your charming book with great interest and will be delighted to have you send me the play as you so kindly suggested, and I'm ever,

Truly yours,
Robert Taber.

I felt that he was peculiarly adapted to the part of *D'Arcy,* and waited eagerly to get his opinion of the play, which I forwarded to him immediately.

Stowe, Vt., May 23d, '99.

My dear Shipman:

I've read yr play twice, and with great interest. I like it even better than the book. If properly played—and much depends on that—I feel it would be undoubtedly a success in America (and I don't think I am over-sanguine as a rule about plays). To

be quite frank I'm wondering why you have equal expectations for its success in England; personally I regret exceedingly that I don't agree with you on this point.

I fear the sympathy always leaning to the American side would not be entirely palatable to English audiences.

You have been good enough to think I could play the part, and nothing would please me more, but my plan is to remain in London for some time yet, otherwise I would gladly try and come to some arrangement with you for the production of the play here.

I can't see why you should have any trouble in placing so charming a work; if I were managing a company here I would jump at the chance of securing a play so truly interesting, so concise in workmanship, and one which would lend itself to a beautiful, simple treatment in the production.

I may be quite wrong about London, but most reluctantly I say I don't think I am.

It has been a real pleasure reading the piece. I congratulate you sincerely, and I

hope it will fall into hands that will treat it with appreciation.

Very sincerely yours,
Robert Taber.

P. S.—I send the MSS. by reg. mail today.

If the letter had been intentionally and artfully contrived to dash the hopes and at the same time administer to the self-esteem of a young dramatist, it could have succeeded no better. And self-esteem was beginning to feel the need of even so harmless a tonic; hopes, however, revived easily enough over night. I brooded over this letter for a month, and finally decided to press Taber for another reading, and further consideration, suggesting that he take it to London with him, and take the advice of English friends as to its suitability for production over there. He good-naturedly replied:

July 14th. The Players,
16 Gramercy Park.

Dear Shipman: Thanks for your kindness in regard to the play. I go to Long

Island tomorrow, and it will be forwarded to me there. I'll certainly test the attitude of the English toward it. I hope to see you here, if not, thanks and good wishes.

Faithfully yours,
Robert Taber.

He sailed shortly after, and I heard nothing further for some weeks.

In the meantime I read the play to Mr. Charles Richman, one sweltering night in early August, and as I am a very bad reader, and he was a very bad listener, it seemed to make but little impression on him, although he was positive that the ending of the third act would spoil a better play.

It was not so very long after this that I heard from Taber once more.

Bate's Hotel,
Dover Street, W.

August 29th, '99,

My dear Shipman,

Another reading of your play has strengthened my belief in it for America,

here, or elsewhere, and if you still wish to negotiate with me in regard to it, I can make you the following offer:

5% of 1st £1000 ($5000) gross
7½% of next £200 ($1000) gross
10% of all over £1200 ($6000) gross

(In strict confidence let me say that these are the exact terms for royalty which I have arranged with ————, who, as I told you, has already completed a play for me.)

Moreover to retain English speaking rights I will pay you $500 (not to be deducted from royalties).

Please let me have your answer at your earliest convenience and believe me,

Ever faithfully yours,
Robert Taber.

My "earliest convenience" was the instant I could put pen to paper, and such was the joyousness of my haste that I misinterpreted his "English speaking rights," understanding him to mean English rights, and

that therefore I was still free to negotiate for the American rights.

This led to complications, for shortly after I had word from a friend playing in the company of Herbert Kelcey and Effie Shannon, that he had read the novel and passed it over to them, and that they were extremely anxious to read the play. I forwarded them a copy, and asked Miss Marbury to open negotiations with them.

Meanwhile the following letter from Taber.

Arts Club,
Oct. 12, '99. 40 Dover Street,
Piccadilly, W.

My dear Shipman: I did not answer your last kind letter, because I had previously seen Miss Marbury's representative (Miss Woodridge), had a talk with her, and explained that you had evidently misunderstood my offer.

I knew her letter of explanation was about due at the time of my receipt of yours, so to write to you again under those cir-

cumstances would be, I thought, but complicating matters.

I've been waiting a long time for yr reply and yesterday I called at Miss M's office; Miss Woodbridge was away, but the person in charge told me that no letter *re* our business had been received at the London office.

You have doubtless been informed of my talk with Miss Woodridge, so to repeat it here would be quite unnecessary.

Let me say, however, that I was much pleased with your kind words, and moreover though I modified my original offer to a time limit of three years, it does not necessarily mean that your play will not be produced before that time. I'm merely protecting myself in the event of Irving's piece being a real success, which I confidently expect, and I'm almost certain to produce his play first.

I fully expect to go to Platt for the scenes for your play. Naturally I wish to conclude this matter as soon as possible, and will hope

to hear from you either through the office, or to me direct by return.

Good luck, best wishes,

Ever faithfully yours,

Robert Taber.

This was the first that I had heard of a three-year time limit; that is that it would be possible for him to hold the play for three years without producing it in either country, and I hesitated to tie it up for that length of time. I should like to add here that there is no greater unwisdom than for an author to bind his work over for any extended period. The ways of the theatrical world are devious, and I've known plays to be purchased simply for the purpose of keeping them out of the hands of rivals, or to prevent their possible production elsewhere conflicting with the immediate plans of the purchaser. A stipulation for production within a year, at the most. should be a part of every contract.

Feeling this strongly, and strengthened by the thought that Mr. Kelcey and Miss

Shannon would be very probable purchasers of the American acting rights, I wrote to Taber stating my position, and asked him to forego the rights for over here, while retaining the English. His reply was:

Arts Club,
Nov. 7th, '99. 40 Dover Street.
Piccadilly, W.

My dear Shipman,

I have yr letter of the 25th, and I cabled Miss Marbury today. I'm flattered by, and grateful for yr kind words, and will take yr interest in doing yr play, in which as you well know, I've real hopes.

Of course letter writing in business matters is unsatisfactory, but in reading over the copy of my 1st letter to you, I can't understand why there should have been any misunderstanding.

I made in it no mention of a time limit, and as you know the terms for royalties are very large, exceptionally large, in fact (I made them so purposely to cover this very point of indefinite production, which might,

I thought, otherwise be unsatisfactory to you), I therefore don't feel justified in making any arrangement to forego the American rights.

My modification to a three years' clause, which I arranged with Miss M's representative has been conveyed to you, I know.

I naturally wish to conclude this matter, as I know you do, and, with the assurance of yr letter at hand, I look for the contracts by return. Good luck to you.

Ever faithfully yours,
Robert Taber.

The same day I received this telegram:

New York, Nov. 13, 1899.

To Louis Shipman.

Kelcey Shannon like play. Write fully what you wish done. Also suggest terms.

Elisabeth Marbury.

I wrote to Miss Marbury, who, in spite of Taber's repeated visits to her London office, did not seem to understand the situation, and got this reply:

New York, Nov. 17th, 1899.

My dear Mr. Shipman,

I am in receipt of your last letter written on the eve of going to Boston. I am herewith sending you the copy of a letter received from Mr. Kelcey. He tells me that he has a very fine manager secured for next year, with whom we shall all be satisfied.

I think he is most anxious to retain the play, if we can make some arrangement, and I think that he and Miss Shannon would be splendid in it; it seems a pity to tie up with Mr. Taber so indefinitely for this country. Could not we give him the English rights apart from the others?

Believe me,

Yours faithfully,

Elisabeth Marbury.

As Mr. Kelcey's proposition was rather indefinite and as by this time I was getting restless to have the matter settled, I forwarded the agreements to Taber; and on December 15th, 1899, they were signed.

CHAPTER II

NO other artist finds himself, in connection with his work, in quite the predicament of the dramatist. The painter moves steadily through his manifold problems of color and tone, until his picture is completely interpretive of the best that is in him, in relation to the best that is outside of him. It is finished. The beauties of it are for him complete, and for as many others as know how to see. The composition of the musician once completed is for all who care to hear. The sculptor may spend weary months over the conception of his group, and its modelling, but it grows under his very eye and hand, and stands for his own before all at the moment of its completion. The poet, dealing with the complexity of character and motive, with the

grimness of Life, the beauty of Death, the height of the stars, the depths of the sea, once his dreams are on paper, his vision is realized. Even though there be no publisher, a typewritten copy will serve every purpose, and all true poets need proper discouragement. But the dramatist, where is he, even after his fable is squeezed within the rigid technical strait-jacket that the stage demands? What though his manuscript be ever so legibly "typed," with the neatest underlining of stage direction in red, who cares to read his play or hear it read, except under friendly compulsion? His is no work of art until it has passed through the alembics of manager, stage-manager, and actor; it is partly theirs, and sometimes wholly, by the time the curtain rises; and, then seen through the misty medium of others, his interest in it seems purely vicarious, of a tenuity. These reflections flow naturally from my recollection of the position in which I had placed my comedy, my "not yet" work of art. It was written, it was sold, but it had only the title to rank, and that by

the merest courtesy, with what our forefathers, and some writers in "The Dial" and "Athenæum," call "The Closet drama"; and it is not permitted me to conceive of any more damning designation. I stand with Brander Matthews and "The Morning Telegraph" in abhorrence of it.

I had condemned my Irishman to remain —three years, possibly,—mute: barbaric condemnation for any Celt. But my own! I could have wept for him! Instead I wrote to Taber to find out what his plans were. This was his reply:

Arts Club,
Jan. 24th, 1900. 40 Dover Street,
Piccadilly, W.

My dear Shipman:

Pardon the delay in answering your letter, but I've been rushed to death. I'm glad things are finally settled satisfactorily, and of course I'll let you know in ample time whenever I propose doing your play.

The man for the costumes is, I think,

Teddy Bell, and C. A. P.[1] for the scenes: a great pair!

Yes, I've taken the Adelphi for a lease of 12 weeks (option of renewal also) and open there on or about March 10th with Laurence Irving's play "Bonnie Dundee."

Ever faithfully yours,
Robert Taber.

So my Irishman had to give the pass to a Scot; but the dour figure of *Claverhouse,* the protagonist of Irving's play, failed to interest Adelphi audiences, and the piece was shortly withdrawn. I was illuded by the strange hope of an immediate presentation of "D'Arcy" to follow, and waited impatiently for a cable to take steamer at once. Then I tempered my blood to the pace of the post, and wrote; and got this not entirely satisfactory reply:

[1] Edward Hamilton Bell, art director of the New Theatre, during the two years of its existence, and Charles A. Platt, the distinguished painter and architect.

Adelphi Theatre,
May 21st, 1900.

My dear Shipman:

Thanks for your very kind letter. Yes, it was too bad about "Bonnie Dundee," it deserved a better fate, in many ways a very beautiful play, I think.

My plans for the summer are not yet definitely settled, but if I do run over I will hope to see you.

Don't be discouraged about "D'Arcy"; this is not at all the theatre for it; it would have truly a poor chance at this house, where plays like "Quo Vadis" are much more in demand. I take pleasure in sending you the only photograph I have at hand, one of Macduff. Commend me to all friends, and believe me

Ever faithfully yours,
Robert Taber.

I was not discouraged, and I was heartily sorry for the collapse of his first independent venture; however, I could not but realize that my play was nearly two years old and

was still a "not yet" work of art, though the comforting thought consoled me, that a few years more or less could give or take nothing from the perspective of the Revolutionary period.

Taber came over in the late summer, and I didn't see him. In a letter from Miss Marbury, of October 3rd, she said: "If you come to town I will tell you of my interview with poor Taber. He confessed that he had lost a lot of money on his experiment. I think, however, that he has great faith in 'D'Arcy.'"

Taber had faith in him, I had hope for him, but I could plainly see that neither would suffice—he must needs soon apply for charity.

That anyone had read the book, or seen it, aside from a lavish number of presentation copies, I could not gather from the publisher's statements, but the letter that here follows proved me wrong.

Baltimore, Oct. 27th, 1900.

Mr. Louis Evan Shipman,

My dear Sir:

I would like to secure the dramatic rights of "D'Arcy of the Guards." Please inform me as to your terms.

As you may not recall my name—I will add that I have been leading woman with Mr. Charles Coghlan, Mr. James A. Herne, and am now with Mr. Otis Skinner.

I see a "part" in your book which is suitable to me; and I can confidently say that a prominent New York manager will produce "D'Arcy of the Guards" if satisfactory terms can be arranged.

Hoping to hear from you at your earliest convenience,

Yours sincerely,

Grace Filkins.

I replied to this that unfortunately I was unable to enter into negotiations for the American rights of the play, and gave the reasons; at the same time suggesting an-

other play of mine for her purpose, to which Miss Filkins answered November 3rd:

Baltimore, Md.,
Saturday.

Mr. Louis Evan Shipman,

My Dear Sir:

I read your letter to me with much pleasure and thank you for the kind things you say of my work.

I must confess I am disappointed in regard to "D'Arcy." Perhaps you may still be able to arrange it with Mr. Taber—is it Robert Taber?—whom I know very well, to give me the American rights. You see I love your heroine, she is such a lovable, gentle, yet strong womanly character, and I know she is particularly in my line of work. Please send me your new play, I shall be glad to read it, and hope it may prove as suitable for me as "D'Arcy."

Sincerely yours,
Grace Filkins.

The idea that I should try to arrange with Taber for the American rights of the piece

appealed to me, particularly as I had begun to feel that a production over here was getting further and further from his thoughts. So I wrote and sounded him, and found that my surmise was correct.

Arts Club,
Dec. 10th, 1900. 40 Dover Street,
Piccadilly, W.

My dear Shipman,

I have your note in reference to "D'Arcy."

Though I hope some time to produce the play in London, I see no immediate prospect of this, and as I have no expectation of returning to America for the present, I will be perfectly willing to dispose of the American rights.

Indeed I feel this will be fairer to you.

I don't think you will find me difficult and if you receive what strikes you as a satisfactory offer for the prospects of the piece, let me hear from you, and I feel certain we can arrange the matter satisfactorily.

Ever sincerely yours,
Robert Taber.

The vagueness of this letter in regard to any definite plan for producing the play, gives point to my previous remarks against the practice of tying a play up for any considerable length of time. It, however, cleared the way for negotiations over here, and I went at the business briskly to make up for lost time, urged on by the feeling that through my inexperience D'Arcy's prospects had suffered.

Remembering the interest of Herbert Kelcey and Miss Shannon in the piece, I immediately wrote to him and had this in reply shortly after.

Washington, D. C.,
Dec. 29th, 1900.

My dear Mr. Shipman:

Many thanks for your letter. I wish I was in a position to at once take "D'Arcy of the Guards," but we are now under the direction of Mr. Charles Frohman, who finds all our material. I shall, however, on my return to New York next week speak to

him about it, as both Miss Shannon and I were so very much impressed with the play.

Very truly yours,
Herbert Kelcey.

There was refreshment in this and assurance, and I tried to think that Kelcey might succeed with Charles Frohman, where Drew had failed. To further bolster up this self delusion, I once more asked the aid of Miss Marbury.

New York, Jan. 2d, 1901.

Dear Mr. Shipman,

I have your letter and I have at once put myself in communication with Mr. Charles Frohman, who now manages Kelcey and Shannon, to see whether he will consider your play for them. I will let you know as soon as I have his answer. In the meanwhile you had better send me a typed copy.

With kindest regards, I am,
Yours faithfully,
Elisabeth Marbury.

I also wrote to Miss Filkins again, informing her of the possibility of securing the play for America.

Mobile, Alabama,
Jan. 6th, 1901.

My dear Mr. Shipman,

Your letter was forwarded to me here. This is a flying "one nighter," so I hastily reply. I am delighted to know I can have "D'Arcy." Won't you send me the play to read?

If it is all that I hope I will at once place you in communication with my managers. When does Mr. Taber do the play in London?

Thanking you,

Sincerely,
Grace Filkins.

I had a complete and vivid vision of Charles Frohman and Grace Filkins struggling over the rights to the piece, and I vowed I should favor the lady if she could only make up her mind quickly. I was re-

lieved, however, from annoying Mr. Frohman, as the following brief note shows:

New York, Jan. 19th, 1901.

Dear Mr. Shipman,

I regret to say that Mr. Frohman has returned your play, "D'Arcy of the Guards."

With kindest regards, I am,

Yours faithfully,
Elisabeth Marbury.

I rebounded from this and immediately wrote to Mr. James Hackett, who had just announced that he intended the following season to try his fortunes under his own management. He answered very cordially by the return post.

Cleveland, Jan. 25, 1901.

My dear Shipman,

I shall be delighted to read your play. Send it to me care of Theatre, Milwaukee, Wis., where I shall be next week.

Most sincerely,
James K. Hackett.

A fortnight later I had word from Miss Filkins.

Bloomington, Ill.,
Feb. 12th, 1901.

My dear Mr. Shipman,

I am very much pleased with "D'Arcy." Although *Pamela is not strong enough* for me, *I see her charm.* One or two places could be strengthened for her, and in no way hurt the play.

My engagement with Mr. Skinner's company closes in Chicago, March 2nd, then, if we can agree as to terms, I would like to make a trial production in Philadelphia, Washington and Boston about the last of April.

Please state your terms. With clever stage management and good cast, I see no reason why we should not win.

Your play is excellent.

Very sincerely yours,
Grace Filkins.

I stated my terms and asked for an early reply.

Feb. 22nd, 1901.

I am in a quandary, my dear Mr. Shipman. I cannot give you an answer as to the acceptance of your play until I consult with my manager, to whom I wish to read the piece. Moreover, this cannot take place before March 8th or possibly 15th. In the meantime I will submit your terms. Will Mr. Taber and Miss Marbury figure in this after your terms?

Please let me know. I trust you will see your way clear to wait.

Yours truly,
Grace Filkins.

To a playwright the way is always clear for that, with too often a note such as the following at the end of his patient vigil.

Philadelphia, March 7, 1901.

My dear Mr. Shipman,

I regret exceedingly having to return "D'Arcy." My wish for a fine production and good cast is now beyond me.

My "backer" is not willing to risk expen-

diture on a play where I do not have the best part.

I hope that you will appreciate that I attended to this the moment I returned home. Had the play been sent earlier it would have been settled when I was in Philadelphia five weeks ago.

Thanking you for your courtesy and wishing you worlds of success,

Yours cordially,

Grace Filkins.

CHAPTER III

IN speculative moments I have often wondered at the lack of solidarity, of sympathetic coöperation, of disinterested enthusiasm among the men of my own profession. They are wanting in that bond that holds together the men of science, the painters, the musicians, even the men of affairs. Their individualism is rampant: egotistical, assertive, secretive, they shrug at the success of an associate and smile cynically at his failure. And perhaps the reason is not so far to seek. It seems to be a matter of standards: the other professions have them, ours has not. Every playwright is his own, and stands or falls by it. If he be a man of taste, cultivation, experience and training he acknowledges his allegiance to the best traditions of the theatre; if not, he measures himself by the yard-stick of popular success. The two types are irreconcilable, and they indulge in reciprocal disdain. Another

and perhaps more subtly disintegrating influence is the fact that one author's failure is too often his fellow's opportunity. The moment a play shows signs of weakening there is immediate pressure from a swarm of competitors for the chance of succession, and it may be but human that these competitors have not always that remarkable and fine detachment that enables other artists to glow with pleasure at an associate's success, and to sorrow at his undoing.

Just at this time my friend Henry Miller had a disappointing failure in a play of Mrs. J. H. Ryley's, "Richard Savage." I wrote to him and suggested that he try light comedy, even though his feelings at the moment were tragic. He answered:

Boston, March 11th, 1901.

My dear Louis,

Will you send "D'Arcy of the Guards" to me at once. I liked the story very much in book form. With all good wishes,

Sincerely yours,

Henry Miller.

The following week I had this letter from Hackett.

St. Louis, March 18, 1901.

My dear Shipman,

I have read your play and like it very much. It is interesting and well constructed, and I think has a good heart interest. I have already decided on my opening bill, and upon the play to follow it, and I am now under contract to produce these two plays. That would necessarily defer until the following season any possible production of your piece. If you care to tie up your script until a year from next January, please communicate with me and we will go over terms. I return your script, because you may perhaps want to do something else with it in the meantime. I do not want to stand in your way of securing a production. I do not know whether the success of "Janice Meredith" or the production of "Richard Carvel" will affect your play in any way, though I wish for your sake they may not; for my own that they had been produced first.

I thank you very much for sending me

your script, and I am sorry that I had no opportunity to read it sooner.

With kind regards, I am,

Most sincerely,
James K. Hackett.

Fortunately I was not forced again to hang my hero on so high a peg as a year from the following January suggested, for in the very same mail came the following letter:

Troy, N. Y.,
Monday.

Dear Louis,

"D'Arcy" pleases me very much, but the end of the third act needs building up and I know of a capital situation for it. The last act to my mind needs rewriting, all of which can be easily done if we could get together, but how? Are you able to negotiate with me for the American rights? I think I could get it produced if terms are easy. I shall be in Buffalo next Thursday, Friday and Saturday, and if you can come on I will divide expenses with you. As I

have had a "facer" with "Savage," I am not "flush," but now we are going into the woods I shall be all right, no matter what the play. We are sold out here and also in Albany tomorrow night.

Wire me upon receipt of this, Empire Theatre, Albany, tomorrow night, Ithaca, Wednesday.

I am very pleased with your writing in the play, and should like to work with you on a more important piece. The idea of a spring production strikes me as favorable, then I could book a western tour, including San Francisco, for the summer.

With best wishes,

Sincerely yours,
Henry Miller.

My feelings on the way to Buffalo, after this, were curiously mixed. I could not subdue those of elation, although by the reading of all that has gone before, anyone can see that there was little license for it; the only discommoding thoughts were those that played around Miller's remarks concerning

the end of the third act. I wondered if he, too, had balked at my romantic hero being worsted; and whether the capital idea he had for building it up might not be for *D'Arcy* to shoot *Pamela,* stultifying thereby his heroic and romantic pretensions, but retaining the centre of interest. I promised myself, however, to be amenable to every suggestion. The begging author cannot be the chooser: the ends of his acts, the pith of his dialogue, the symmetry of his scenes, melt away before necessity. He who enters the stage-door, heart in mouth, leaves art behind.

But I hasten to contradict this generalization in the case of the trembling aspirant whose play reaches the notice of Henry Miller. There is today in the American theatre no more stimulating force than he. Always sympathetic with the best, his single aim is to do the good thing, and, although he has produced his share of bad plays, it has never been through any desire on his part to take advantage of the unintelligence of his audiences. Naturally, being an actor

first, and a manager second, he is often misled by a "fat" part or a strong scene, but in the main his judgment is sound, and his taste correct. He may talk wildly and at random on occasion concerning Ibsen, but I have never heard the hated phrase "heart interest" on his lips.

During a day and a night in Buffalo we discussed the play, and what he thought were the necessary changes for it: a new last act and a strengthening or building up of the climax of the third. I agreed to his suggestions, and, having settled the business part of the matter, I returned to the country to work out the new scheme.

It is not a simple task to discard an act of a play, once it has been conceived, and has taken its place as an organic part of the whole, and that I was unsuccessful didn't surprise me.

Harrisburg, Pa., April 16, 1901.

My dear Louis,

I am sorry I missed you on Sunday as I wanted to have a long talk with you about

the last act. It will be utterly impossible to do it in its present condition, for all it amounts to now is about ten or twelve minutes' talk.

I have booked five weeks in San Francisco, where I should like to produce it, and make it the feature of the engagement; also in the six weeks I have in the surrounding territory; but until I get an act that I can see my way to produce, I can make no arrangement for it. Now, can't you settle down and give me something that is worthy of the preceding acts. As I wired you I shall be in town Sunday—tomorrow I play York, Penna., Thursday Pottsville, Penna.

I hope to hear from you in one of those towns. I will pay the railroad fares if you can manage to run over.

Sincerely yours,
Henry Miller.

Jogged by this letter I did "settle down" and turned out the act as it finally stands; and, as I read over the manuscript after a lapse of twelve years, I have no wonder at

Miller's dissatisfaction with the first version; I only marvel at his consenting to produce the substitute for it.

No rehearsals of the play took place in New York, so after several consultations with Henry Ogden, that avatar of the Colonial spirit, over costumes, uniforms and scenery, I retired to the country to await the event. There was something of the crudeness of a desertion in my not taking the journey to San Francisco, but I had given "D'Arcy" the best of me, had stood by him loyally, and had at last found him a captain in whom I trusted; there was no need further, at the moment, for my guardianship. His own good humor and gaiety had to suffice.

On May 20th I had word by cable that that curious British proceeding, the copyright performance,[1] had been given in London, thus securing Taber in his English rights. I say curious, because it necessi-

[1] Under the new British Copyright Act this is no longer necessary.

tates the giving of an actual performance of the play to be copyrighted on the stage of a licensed theatre. The cost of these productions varies from fifty to a hundred dollars, but the copyright thus secured rests on a much surer foundation than any furnished by our own country.

As a preliminary to the presentation of any play in England, it has to pass through the hands of that much and rightly abused public censor, the Examiner of Plays, and with his favorable endorsement goes on to the office of the Lord Chamberlain, from whence the license is issued. I give here a copy of the license, which, surmounted by the arms of Great Britain, and with its arbitrary capitalization and suggestion of omnipotent officialdom, has the quaint flavor of an olden time that appeals specially, I think, to the writer of Colonial plays.

Lord Chamberlain's Office

It having been represented to Me by the Examiner of All theatrical entertainments that a typewritten copy entitled

"D'Arcy of the Guards"
being a play in 4 acts
does not in its general tendency contain anything immoral or otherwise improper for the Stage, I, the Lord Chamberlain of His Majesty's Household, do by virtue of my Office and in pursuance of the Act of Parliament in that case provided allow the Performance of the said typed copy at your Theatre with the exception of all Words and Passages which are specified by the Examiner in the Endorsements of this License and without any further variations whatsoever,

Given under my hand this 18th day of May, 1901,

G. A. Redford,
Examiner of Plays.
Clarendon,
Lord Chamberlain.

It was gratifying to have my rebellious heroine, who is almost flamboyant in her reprobation of His Majesty's collateral ancestor, George the Third, and my red-coat Irishman, who on more than one occasion

has been accused of being supine in relation to the duty he owed his royal master, pass the loyal scrutiny of His Majesty's Examiner of Plays, and the Lord Chamberlain of His Majesty's Household.

Henry Miller produced "D'Arcy of the Guards" in San Francisco at the Columbia Theatre on June 10th, 1901, with the following cast:

Major John D'Arcy	Henry Miller
Colonel Jennison	Arthur Elliott
Major Dalrymple	George Pearce
Captain Dacier	Charles Cherry
Captain Farquhar	George Babcock
Captain Gregory	Fred Thorn
Sergeant Tripp	Thomas S. Lowell
Captain Millhausen	George C. Pearce
Captain Raab	George Babcock
Captain Townshend	H. S. Northrup
Samuel Davis	Arthur Elliott
Sambo	Otis Turner
Mrs. Townshend	Miss Laura Clement
Pamela Townshend	Miss Florence Rockwell
Cynthia Deane	Miss Grace Elliston

The next morning I received the anxiously awaited telegram from Miller.

San Francisco, Calif.,
June 11th, 1901.

Louis Evan Shipman,
Windsor, Vt.

First act favorably received. Second, great; eight calls. Third went all right. Climax quiet, showing against audience's sympathy. General opinion very favorable. Play too short. First and second need lengthening. Dialogue went well. Congratulations. Henry Miller.

There was enough in this to afford a certain assurance, if not complacency, while waiting for further detail, which came some days later.

June 15th, 1901.

Palace Hotel,
San Francisco, Cal.

Dear Louis,

I have waited to study *D'Arcy,* and find out his strength and weaknesses with the

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public, before writing you. Here is what I observe. Act first makes very little impression upon the audience. There are a few laughs, and undoubtedly the scene between *Jack* and *Pamela* should be written up. They (the audience) are inclined to laugh, and should be given some opportunity; besides, the act only plays seventeen minutes.

Act second is a peach, and, at the end of that act last Monday night, I thought we had a gold mine. But act third is wanting—there needs another complication. The shooting of *D'Arcy* does not send the audience into a delighted condition, and the act falls flat, although there is considerable laughter, and the play does not seem to drag. I made a change today at the end, and it went better. The last act goes much better than I thought, and the love scene at the close makes a marked impression. But the cold facts are these: "Heartsease" played to $5,800 on the week; "Importance of Being Earnest," with stock scenery, and a royalty of $100 per week, drew $5,900, while "D'Arcy," which has far exceeded my pro-

posed outlay, costing me $2,000 to produce, has just finished its first week at $4,700. The play certainly has had every chance, both as to cast and production, and I feel that we have a good piece of property to work upon, but much development must take place. I will write you again. I am rushing this off, as I know you will be desirous to know more than my telegram told. Am sending enclosed a few clippings from the weeklies, which don't matter much—it is the public I am looking to for judgment. I hope you are well. We are in Los Angeles next Monday week. Shall play "D'Arcy" half the week there. With sincere regards, Yours very truly,

Henry Miller.

I had to interpret this by the terms of the counting-house, in which it was written: Oscar Wilde was $1,200 better than my Irishman, and Charles Klein $1,100; therefore the balance of trade was in their favor. *D'Arcy* had overdrawn his account, and I, as his endorser, was called upon to make

good his deficiency. He evidently had some amiable qualities, and it would be a pity to see him go into bankruptcy. This is what I gathered, and had—not too buoyantly—to ponder over. The following letter, from Miller's business representative, lifted the cloud a little, and allowed me to see that it might at least have a *German* silver lining. Business representatives are not usually optimistic unless the "standing room only" sign is in requisition nightly.

Los Angeles, Cal., June 30, 1901.

My dear Louis,

Enclosed find royalty and statements for 4 performances of "D'Arcy," week ending June 29th. We now rest for 2½ weeks, and as soon as we resume I will remit you. The play is going fine, and you can rest assured that it is going to be a big winner. We close in Denver, Aug. 21st, then direct to New York, where I hope to see you.

Trusting you are well, believe me,

Sincerely yours,

J. M. Fedris.

There was enough comfort in this to carry me over the weeks that intervened until I next heard from Miller.

Seattle, Wash., Aug. 1st, 1901.

My dear Louis,

At last I have come to a decision regarding "D'Arcy," and that after considerable rehearsing and trying different methods to make the end of third act effective.

The play, as it stands now, is about two-thirds good, but, unfortunately, the defective portion occurs just at the time an audience expects the most effective scene. I believe you can remedy the trouble, and, if you do, the play will put many dollars in our pockets, but, as it is, I have no faith in its success. To begin with, the first act needs strengthening, or elaborating, giving *D'Arcy* and *Pamela* more comedy. What there is goes well, but it is all too brief, and the curtain drops leaving the audience unsatisfied.

The second act is a gem, so good that expectancy runs high for the next. Now this

act begins well: a short scene between the negro and *Gregory*. The one between *Jack* and *Greg.*, the arrival of the officers, the seating themselves about the table, all smoking, and, before a word is spoken, receive a round of applause. The toast to "King George and his fighting men," and the accompanying business brings another round; the singing, etc., everything until the shooting of *Jack*, which is so against the desire of the audience that you can hear the interest drop.

The last act can be made very good, and the end, the love scene, is voted exquisite.

Now, in face of what we have got, can't we invent a fifteen-minute scene, or effect, that will bring the third curtain down in something of the manner of the previous one? If so we have a success without doubt. I have not rushed upon this decision, and I have this to suggest: Come to Denver, Aug. 18th, and watch the three performances there. It will show you clearly the merits and demerits. If we can improve the play, and I am sure we can, I will book it for four

weeks through territory where I have a following, invite Mr. Frohman to see it, and then a New York production. Let me know by wire what you think of this. We shall be in Tacoma Aug. 9th, 10th, then Salt Lake City on the 12th. I enclose two small photos of *D'Arcy*.

With best wishes,

Sincerely yours,
Henry Miller.

So I journeyed across the country in the middle of August, to the rescue of my guardsman, with feelings somewhat mixed, and little of hopefulness.

Like Charles Lamb and Mary, on that memorable night and disastrous, when they witnessed the performance of "Mr. H." at Drury Lane, I sat "next the tweedledees," way down in front, to see *D'Arcy* make public exhibition of himself at the Broadway Theatre, Denver. I was in something of a tremor, and I remember scanning the audience much as a prisoner in the dock might the faces of a verdict-laden jury returning

to their seats. I remember, too, the comfort I derived that night, before the curtain rose, from the fact that my jury was a packed one —in a pleasant sense.

The theatre was filled with a typical provincial American audience, that curious, good-humored, responsive, unintelligent conglomeration, that night after night fills our playhouses by the thousands. Night after night, year in and year out, these thousands pay more money for their play-going than all the other theatre-going people in the world together. And, when one has stated this characteristic, all-embracing statistic, one has exhausted the superlative commendatory. For, in the last bitter analysis, it is this huge, crude, inchoate mass of theatre-goers, scattered continent wide, that is in great part responsible for the present low estate of everything connected with our drama: the hideous, uncomfortable theatres; the ignorant, illiterate, commercial management; the ill-trained actors; the worse-trained authors: the whole sum of our raw, unbeautiful, inartistic conditions is attribu-

table to it, and to no other cause. But the very size and stubbornness of this unwieldy mob, with its gleams of intelligence, its quick and ingenuous sympathies, its rare intuitions, and its eagerness to be amused, make the fight against it, and even the numerous defeats, inspiring to all those, and they are not yet many, though steadily increasing in numbers, for whom a play is not merely a feeble, vapid "show," but a transcript and criticism of life, be it cast in the whimsical, gay form of fantasy and farce, or in the more orderly, more closely reasoned form of comedy and tragedy.

Having been diverted by "tweedledums," I now return to my position near the "tweedledees," and the memory of my tremors. The recollection of them comes back to me with more force than my impressions of the performance. How I shivered, and went cold and hot at the thinness and banality of the humor! What gratitude filled me at the ease and nonchalance with which Miller, a very handsome, gracious figure in his scarlet and white, glided over the slender, tenuous

situations, and, at the whimsical, purple-faced, spluttering figure, irresistibly comic before he uttered a line, of *Gregory,* in the hands of that delicate little comedian, Fred Thorne. In fact, almost every feeling, including the shame at my own part in the performance, was swallowed up in the feeling of indebtedness I had to the whole company, for their patience, good nature, and skill, in handling the meagre material that was given them. I was conscious, too, of how the whole had been built up, extended, elaborated, rounded into shape by careful and simple stage management.

So that it was a chastened and rather humble author who presented himself, after the final curtain, at the door of Miller's dressing-room. He was beaming as he grasped my hand. "It was fine, my boy; eleven hundred dollars in the house. And they took it like candy!"

The following morning, owing to the amiable notices of the play in the papers, the following bill was hastily printed and spread over the city:

Look!
Owing to the great success of
HENRY MILLER
and His Company,
in the Romantic Comedy,
"D'Arcy of the Guards,"
The engagement has been extended until
Saturday evening, with a Saturday matinée.

The five performances that followed—"The Importance of Being Earnest" was given for one night—were invaluable for giving me a line on the alterations that were necessary—or, if not necessary, at least advisable. I watched them closely, and nightly, after the play, Miller and I compared notes, and decided on changes. Fred Thorne as *Gregory,* the old surgeon, was too quaint and amusing, so we decided to sacrifice him and as many of his "good lines" as possible to *D'Arcy,* and whatever the other difficulties they were easily remedied, save the ending of the third act, which was a stumbling block and always remained

so. Whether it was my fault or whether it was attributable to the timidity and evasiveness with which both Miss Rockwell and Miller handled the scene, I never could decide, but it always remained unsatisfactory to everyone on both sides of the curtain.

CHAPTER IV

THERE was something like four weeks between the closing of the season in Denver and the call for rehearsals in New York, during which time I had been polishing, rearranging, and tinkering. A few minor changes were made in the cast, and Mr. Walter Allen succeeded the comical Fred Thorne as *Gregory*.

The first performance of the revised play was given in Syracuse at the Wieting Opera House, on October 7th, 1901. And it was an occasion of considerable importance to Miller; for he was his own manager, that is his own money was invested in the production, and unless a manager has a New York theatre or controls what is called "time" in one, it is a venturesome proceeding to produce a play "on the road." Provincial audiences are very shy of new plays, and re-

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fuse to patronize them unless they have had New York approval; and the New York manager is very loth to open his doors, unless substantially guaranteed, to anything that has not played to "standing room only" in Atlantic City, Scranton, Middletown, or whatever particularly patient "dog" the piece has been tried on. So Miller had booked a tentative season of four or five weeks near by New York with the hope that a successful impression on smaller towns would enable him to gain a hearing before the audience which all actors, authors, and managers wish for and dread the most.

The Syracuse performance succeeded well beyond our doubts, and the first barrier seemed cleared for a descent on the metropolis, but it was imperative that some important New York manager should see the play and pass judgment. If anything were odd or seemed out of the ordinary in the theatrical world, it would have struck me as singular that "D'Arcy's" circle of adventures should now have swung around to almost the original starting point: Charles

Frohman; for upon his decision rested the opportunity of a New York opening.

Frohman and Miller had been friends for years, a friendship that had started when one was the business manager and the other leading man in a company travelling in the West. I have often been edified by the tale that Miller tells of youthful confidences that were exchanged, one night after the play, as they walked the streets of San Francisco. "Charley," said Miller, "some day I mean to be leading man in a New York stock company." "And some day, Henry, I intend to own a theatre in New York," was the modest reply of the little man, who has since become the most important figure in the theatrical world of England and America; and doubtless both had mental reservations as to the fatuity of the other.

It was difficult, however, for even Miller to persuade such a busy manager to run out of town to see a play, which he had himself repeatedly refused to produce, though probably all memory of that had escaped him; but an amusing and fortuitous circum-

stance added to Miller's persuasions finally brought him. I give the incident here as an example of the slender thread from which, at times, the fortunes of a play are suspended.

The series of suburban performances had brought the play to Elizabeth, New Jersey, and it chanced there to make an impression on an enthusiastic member of the staff of the New York Evening Sun; so much so that he persuaded the regular critic of the paper, Mr. Acton Davies, to let him write a notice of it, which he did to the length of a column, and beginning: "Mr. Henry Miller is now playing on the road with a well drilled company in 'D'Arcy of the Guards,' a comedy of the Revolutionary War, by Mr. Louis Evan Shipman—Mr. Miller appeared in Elizabeth on Wednesday evening, and scored a pronounced success on the merits of the new play, and the manner of its presentation." This was the prelude to a very appreciative little criticism, which wound up with the following: "With such a play and company Mr. Miller may ven-

ture to face a metropolitan audience without concern."

On the very day following the publication of this, when Miller called on Frohman, the latter was found perusing the Evening Sun's notice. "If you can get a notice like that out of Acton Davies you must have a good 'show,' " he said. And it was less than a week after that that he went up to New Haven to see for himself. I may add here that, although I have produced several plays since then, I have never had so good a "notice" from Acton Davies as the one he didn't write.

As a result of Charles Frohman's visit to New Haven I received the following telegram, dated from there, October 26th, 1901:

"Good news. 'D'Arcy' goes to New York in November, perhaps Boston before. Keep this strictly confidential: important business reasons.

H. M."

This was followed a couple of days later by the letter below:

New Britain, Conn.

Oct. 29th, 1901.

My dear Louis,

I have not had a moment to sit down and tell you the details of our prospective New York engagement before now. Mr. Frohman saw "D'Arcy" in New Haven last Friday night, and of course the pistol refused to fire, so we were struck in our most vulnerable spot. After performance we supped together, and at the same time he gave me his impression of the play, beginning by saying that we had many good things in it. The first act he thought was weak and amateurish, and needed rearranging and rewriting, making the intrusion of the British more apparent, the excitement of all greater, and especially preparing them for *D'Arcy's* brogue, as he says it takes some little time to realize what I am driving at—this is rather rough on me. The meeting between *Pamela* and *D'Arcy* should make a marked

impression upon each of them, no matter how strongly she fights against the favorable impression he has made upon her. C. F. feels that neither character at the end of the act has betrayed any hint of what is to follow, and he suggests that I, as *D'Arcy*, do all the heroics; but it will take too much time to write you all he said concerning it. From the declaration of love in Act second to the exit of the officers in Act third he was delighted; then he felt we lost all grip and did not recover it until the final love scene. But to sum it all up he believes that in New York, after Act first, the feeling of audience would be tolerant, at the end of Act II. delighted, and continue so until five minutes before the end of Act III.; however, he thinks that difficulty here can be remedied, and will conduct the rehearsal in New York himself before our opening; but, as he saw it on Friday, he says "D'Arcy's" metropolitan career would be brief. The last act does not bother him as the play will have succeeded or failed before that; so our stumbling blocks are the first act, which can be

easily arranged according to F.'s ideas, which, I think, are excellent, and the machinery of the end of Act second improved upon, for I believe our purpose there is correct and should and will be made effective.

The performance made a decided hit with him, and he wishes no changes in the cast. He says it is one of the most efficient and harmonious ensembles he has witnessed for some time. So that determines me; besides, to make any changes now would be a dangerous experiment. Here I have been running on without telling you that he has decided that we follow "Eben Holden" at the Savoy. I saw the dress rehearsal of that play Sunday night and I conclude that we shall open Nov. 25th. We close Nov. 19th in Bethlehem, Pa., and begin rehearsing under C. F.'s direction immediately. I wish I could see you regarding the first act next week, as I want to have something to suggest to him when we arrive in town.

Very sincerely yours,

Henry Miller.

The surmise as to our opening date at the Savoy was three weeks wide of the mark; and it was not until the sixteenth of December that we took possession of the little play-house on Thirty-fourth Street.

In the meantime I wrote a new scene for *D'Arcy* and *Pamela* in the first act, and Miller and I daily struggled to cast a sympathetic glamour over the dastardly outrage that *Pamela* perpetrated every time she shot so amiable and winsome a person as *Jack D'Arcy*. Miller mentions in the letter I've just quoted, that the pistol misfired at the crucial moment on the night that Charles Frohman saw the play in New Haven. This mishap often occurred afterward, and was blamed always on the property man; but I have often thought that the real cause was Miss Rockwell's constant distaste at upsetting all laws of the romantic drama by the shooting of so gay, and lovable, and ingratiating a hero. If she could have but riddled the villain it would have been different; but my little comedy had no villain —save the property man—connected with it,

and therefore romantic actors and romantic actresses, to say nothing of romantic situations, were forced to remain baffled.

I well remember the day that rehearsal was called for the inspection and direction of the redoubtable C. F. The company was separated into nervous little groups about the dimly lighted stage, all peering anxiously into the gloom of the auditorium. There was even a certain perturbation perceptible in Miller, and, as for myself, candor compels me to record that I was neither nervous nor flurried; I had, rather, a cool, curious expectancy. I had heard often of Charles Frohman's masterly stage management, his extraordinary resourcefulness and suggestiveness for author and player alike, and I was all eagerness to see the magician wave his wand. When he appeared, accompanied by Mr. Edward Rose, I had instant misgivings that the wand might turn out a broken reed and misgivings were somewhat justified by the event. His good nature and affability were impregnable and his patience illimitable, but I gathered after the first re-

hearsal that his main idea was that Mr. Rose should dramatize my play. In all the innocence of outraged young authorhood I complained both loud and deep to Miller, and was quickly quieted and comforted by the cynical wisdom of his reply: "This is his fun; let him have it. We'll play it our own way when the time comes."

He had his fun for the whole of a week, and the sum total of his suggestions was embodied in a drum and fife playing Yankee Doodle behind the scenes during the first act, and the plunging of the scene, at the end of that act, from a mid-day glare to a mid-night darkness, so that a spot light directed on *D'Arcy* would illumine the "marked effect" that *Pamela* had made upon him. The shades of night never fell so fast, and the effect was "marked," though not entirely convincing. As for "Yankee Doodle," it was heard no more after the first performance.

The glamour which surrounds a first night borrows something of its glow from the theatre's rare tradition, a tradition that itself

has been rendered artificially bright, perhaps by association with discriminating if affectionate play-goers. From Pepys to Hazlitt, down to our own time and contemporaries, Walkley, Beerbohm and Winter, to name at random, the charm of the chronicler has communicated itself to what he wrote of, until the play-house, its inhabitants, and that high occasion, a first night, take on something of the beauty and mystery of things apart, with all their special sanctions and appeals.

Viewed in the beginning from very high places in New York theatres something over thirty years ago, but later from lower levels and more intimate angles, the first performance of plays has always had a very rare quality for me; even in these later years when I am subtly conscious that some of the bloom is gone from such festal occasions, gone from both "in front" and "behind," yet the old thrill, scarcely modified, still responds to the exultation of the always memorable, always hazardous moment before the curtain rises.

The New York audience lends neither dignity nor brilliance to these events. Representatives of the other arts would be conspicuous by their absence but for the fact that they have never been present; the State is represented by some prosperous Tammany politician: an inspector of gas meters or what not; the Law was for years continually accounted for on first nights by one whose enforced and seclusive retirement was deemed necessary recently by a jury of his fellow citizens; and Society, that gay and gilded chimera of the American newspapers, passes unostentatiously to two aisle seats in the front row, and ruminates quietly on what to have for supper after the "show." Henry James has described these congregations unerringly as "the omnium gatherum of the population of a big, commercial city, at the hour of the day when their taste is at its lowest, flocking out of hideous hotels and restaurants, gorged with food, stultified with buying and selling and with all the other sordid preoccupations of the day, squeezed together in a sweltering mass, dis-

appointed in their seats, timing the author, timing the actor, wishing to get their money back on the spot, before eleven o'clock," and adds pathetically, "Fancy putting the exquisite before such a tribunal as that!"

If there were to be a feeble query as to why the glory that surrounded and permeated a first night at Daly's, Wallack's, The Union Square, and the old Madison Square, has faded and flickered to the present dim affair, it could be answered with the brief story of the declension of the individual, trained and more or less cultivated manager of the type of Daly, Wallack and Palmer to the present commercialized management, completely detached from every artistic and intellectual movement in the community and oblivious, through ignorance, that there are standards of taste and beauty and excellence that a cultivated audience demands. But the fault lies not entirely with these market-place managers; a goodly portion of it may be laid at the door of those who have allowed so rare a form of art, so ennobling a means of education, and so innocent a

form of amusement, to have been laid hold of by those whose only object and instinct has been that of mere money gain. I do not blame the commercial manager; he has only followed his instincts, and developed the theatre, as a business man would, with indefatigable perseverance and astuteness. But I do censure those who by their power, intelligence, and influence: our super-financiers and inordinately rich, the heads of our learned societies and institutions, and the cultivated few who strain their eyes to far away continental horizons; to these belongs the greater blame, for they were in a position to prevent the theatre from being dragged down, and they yielded it to the hucksters who now administer it.

Their belated and pathetic attempt to patronize the drama at The New Theatre is too recent for unprejudiced judgment. Tears, mingled with laughter, struggle to prevent commentary. The sight of our billionaires erecting a three-million-dollar theatre, inadequate for anything save a Drury Lane spectacle, and then turning it over to

the administration of a group of amateurs and a theatrical speculator, with instructions to issue gold medals to deserving foreign actors, and to otherwise conserve and uplift the stage, is too painful to enlarge upon, even in retrospect. I return to tribulations more personal.

On my own first "first night" in New York when *D'Arcy* presented himself—or rather when Charles Frohman "presented" him—for the amusement of the public, the "omnium gatherum" was present, leavened in spots by personal friends of Miller and my own. The representatives of the Law, State, and Society sat in their accustomed Tyson seats; the representatives of the press, those languid arbiters for the commonplace, lined the main aisle; I, myself, had a blurred vision of the performance from the back row. My usual elation on such an occasion faded away and was succeeded by a numbness that seemed to paralyze every sense but sight. This feeling receded at certain agonizing, poignant moments, but, for the greater part of the interminable evening, all

emotion was dormant, and I was simply coldly and critically aware that I had placed a great burden on a very charming, capable group of actors, and that both they and myself were being treated with amiable consideration by a large audience. At the end of the third act this amiability followed the path of custom and broke into calls for "author, author"; but a sense of something, if not humor, prevented me from joining that long procession of ridiculous figures that from time to time on the slightest provocation bow their frozen acknowledgments to the perfunctory plaudits of their first night audiences. It requires the impertinence of an Oscar Wilde or the imperturbability of an Augustus Thomas to triumph on such an occasion. Miller very humorously stood sponsor for the self-conscious author in an amusing little speech and added once again to the sum of the obligations under which he had placed me.

If the first three acts of a four-act play happen to amuse or interest an audience, the fourth has to be very bad to spoil the earlier

impression. Once safely by the climax of your story, you may tie up the struggling ends, point your moral, and come to a conclusion without the fear that a misstep will plunge you into the abyss. So the final curtain fell with nothing to disturb the conviction that *D'Arcy* was at least considered a presentable figure. He was mildly amusing to Law and the State, and he had done nothing to affront the intelligence of Society; our personal friends were, of course, charmed, and there was no further lack to our pleasure and content but the verdict of that omnipotent, judicial group, the newspaper critics. For that we had to wait on the morrow.

CHAPTER V

NEITHER Miller nor myself spent a sleepless night following the opening in New York. We felt assured that the critics would hardly care to break so modest a moth-miller on their butterfly-wheels, and the prevision had more or less warrant in the event. There was a certain condescension in the best of the notices, and lack of comprehension in the worst, that neither exalted nor depressed us very much, but, when one is running the gauntlet, stuffed clubs are preferable to bludgeons and we felt that we had come through the ordeal rather fortunately.

Despite the modest reception of the play, the advertising department of the theatre broke out rashly into exclamation points, and the usual banalities of the press-agent

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HENRY MILLER AND MISS FLORENCE ROCKWELL IN "D'ARCY OF THE GUARDS"

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—"New York Surrenders!" "The Romance Hero of the Day!" "Second Crowded Month!" this last, at the beginning of the third week, were but a few of the absurdities. However, the New York engagement served its chief purpose in enabling Miller to book an excellent tour through the country.

On January 31st he wrote me: "I have a bully route, especially for you, as you are not concerned in the railroad fare. Chicago ought to be $9,000 and Philadelphia $16,000 on the two weeks, so I see you driving a four-in-hand soon. That is the goal of my ambition." I am not yet driving the coach and four, but I am glad to say that he is. The season closed at the Grand Opera House, New York City, May 3rd, after some two hundred and fifty performances; and since then by various stock companies it has been played in nearly every town and city in the country, something over four hundred times; and Mr. Miller himself revived it for a short season, with Miss Anglin playing the part of *Pamela.*

All of which betokens a certain vitality, a vitality that has carried the play through a further series of adventures in England, which should be as instructive to an impatient and perhaps disappointed dramatist as anything I have recounted heretofore, and which I will now proceed to relate.

It will be remembered that, before I could give Miller the American rights to the piece, I had to negotiate with Taber, who controlled them for both America and England. The matter was arranged by my paying Taber one hundred pounds and extending the time limit of production in England from December 15th, 1902, to December 15th, 1904, on which date if he had not produced the play he was to pay a forfeit of one hundred pounds on December 29th, 1903. Two years after the original production in New York I received the following note from Henry Miller.

My dear Louis,

Do you control "D'Arcy" for London? If so, I believe I can place it there. Please

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let me know as soon as possible. Wishing you a happy New Year,

Sincerely yours,
Henry Miller.

I had heard indirectly about this time that Taber's health was extremely bad, and that it was possible he might have to retire permanently from the stage, so I wrote to Miller that I would communicate at once with Taber and see if I could secure from him an immediate release of the English rights. To my inquiry I received this reply from Taber:

Arts Club, 40 Dover Street,
Piccadilly, W.

My dear Shipman,

Yes, I'll be willing to make the arrangement you suggest: I to relinquish the English rights to "D'Arcy," if you waive the £100 due from me next December. With kindest regards, believe me,

Yours faithfully,
Robert Taber.

Meanwhile Miller was trying to find out who it was in England that was interested in the piece. From a conversation with Mrs. Langtry he thought it was Martin Harvey, but was not sure; however, the following telegram set him straight.

San Francisco, January 14, 1904.

Henry Miller, Players' Club, N. Y.

You misunderstood me. It is Lewis Waller, Imperial Theatre, London, who wants to read the play.

Lillie Langtry.

So the following day I wrote to Lewis Waller, and on January 29th received the following cable:

London, January 29, 1904.

Shipman,

Please mail manuscript,

Waller.

This was followed ten days later by a letter evidently sent just before the cable.

Imperial Theatre,
January 28th, 1904.

Louis Evan Shipman, Esq.,

Dear Sir,

I am extremely obliged to you for your letter of the 18th inst., and should very much like to read your play, "D'Arcy of the Guards"; if you will have it despatched to me here by return mail, I will read it at once.

To be perfectly frank with you, my decision as regards a production will depend on the royalties you ask. So may I ask you to make them as low as possible when quoting to me.

I am, dear sir,

Yours truly,
Lewis Waller.

The manuscript was immediately forwarded, and I wrote that there would be no discussion about terms, as I would accept his usual fees

It was less than three weeks when I received another cable.

London, February 17th, 1904.
Shipman, Windsor, Vermont.

If play free offer 200 pounds advance fees and 5 per cent all through British rights. Cable reply.

Waller.

I did not understand that "if" in this communication, but I cabled immediately my acceptance. Two days later I was enlightened by another cable.

London, February 19th, 1904.
Shipman, Windsor, Vermont.

Marbury's London Office affirms Taber has British rights till next December. Kindly deny or confirm.

Waller.

To which I replied: "Taber has given up rights. Marbury's office has nothing to do with 'D'Arcy'."

I did not know at this time that Taber was in New York, on what proved to be his

last journey home,[1] and that therefore he had not received my acceptance of his of-

[1] Taber died in early March, 1904, and I wish to reprint here the only too slight tribute that I wrote for the New York *Evening Post.*

THE DEATH OF ROBERT TABER

To the Editor of the Evening Post:

Sir: The death of Robert Taber is a very real loss to the modern stage. It seems pitiable always that with the end of an actor's life comes the end of all that he has striven for, all that he has created. To the vagrant, fickle memory of his contemporaries only, is entrusted the fruition of his every hope, every effort, every achievement. All other artists: musicians, sculptors, painters, writers, leave some monument, be it never so small, for posterity; the actor's memorial can be but the intangible recollections of those who for hours, too brief, have been under his spell. Such remembrances of Taber's work, however, for those to whom it in any way appealed, must be of the warmest and most vivid.

From the days of his eager apprenticeship with Modjeska, through the middle period of his association with Julia Marlowe, to the final expression of his ripened art during the last few years in London, Taber was a figure, a personality second to none among the younger actors of America and England. Combined with physical qualities of much attractiveness and a beautiful voice were a technical dexterity that was most extraordinary, and a peculiar cool, intellectual poise and deliberation. The list of his characterizations, in these days of the long "run," was of unusual length and importance, and testifies alike to his versatility, industry and artistic restlessness. With ideals for

fer to release the play. Neither could I understand the interference of Miss Marbury's London office in a matter with which they had no concern. I understood better later on. The following week I learned from the following telegram that Taber was in America.

New York, February 24, 1904.

Louis Evan Shipman,

Advised from London office you are closing with Waller, "D'Arcy." Taber owns till December. Taber here, should see him. Urgent.

Elisabeth Marbury.

I at once wrote to Taber explaining the situation, and received word from his attorney and close friend, Mr. Charles C. Burlingham, as follows:

the theatre of the very highest he was stricken at a time when the opportunity for their amplest expression was just within his hand. Regret for this is in some part assuaged by knowledge of his very large and very admirable accomplishment. May those to whom the history of the American theatre is matter for pride not soon forget one who represented and carefully protected its best tradition.

New York, March 2nd, 1904.

My dear Mr. Shipman,

Your telegram and letter I have received. I am sorry there has been so much trouble about "D'Arcy." Cables have been flying between Miss Marbury's London and New York office, and as Taber is pretty sick I have not bothered him with them and have tried to work it out by my feeble recollection of conversation with him. Your telegram made it perfectly clear and I telephoned to Miss Marbury to that effect. As you suggest I have prepared a mutual release and will have Robert execute one for you. I haven't the contract by me, so made it in general terms. Robert says Waller is a first-rate man, and no doubt the play will be a great success.

Very truly yours,

Charles C. Burlingham.

This settled conclusively the possession of the foreign rights, and the letter which follows explains how Miss Marbury's London representative disingenuously tried to place

himself in the position of sponsor for the sale of the play to Lewis Waller.

New York, March 1, 1904.

Dear Mr. Shipman:

I have been in receipt of several cables and letters from my London representative in regard to the English rights of "D'Arcy of the Guards." When Mr. Taber was abroad he put the matter of subletting the piece in the hands of Mr. R. Golding Bright, at the head of my London office. Mr. Bright got in communication with Mr. Martin Harvey and while negotiations with him were still pending Mr. Waller spoke to Mr. Bright in regard to the play, and later informed Mr. Bright that you had accepted Waller's offer of 200 pounds in advance of 5%. Mr. Bright then cabled to me to see both you and Mr. Taber, as the latter had the English rights until December. It was at that time I wrote you and received your reply that you had settled the matter with Mr. Taber. Now, Mr. Taber's representative, Mr. Burlingham, informed me that

no arrangements had been made between you and Mr. Taber by which he was to relinquish his English rights, although there had been considerable correspondence in the matter. He says that Mr. Taber originally made a proposition to you to release him but that you refused him such release. This was the position up to this morning and in consequence I have been unable to cable Mr. Bright stating whether or not Waller was free to go ahead with his plans for "D'Arcy," which he wished for immediate production. This morning I received a telephone message from Mr. Burlingham, saying that he had received a cable sent by you to Taber, forwarded from London, which reads to the effect that you released him in regard to "D'Arcy" under these circumstances, therefore the piece reverts to you and I have cabled Mr. Bright that Waller is at liberty to go ahead. The complications in the matter arose from the fact, I presume, that you refused a release to Taber in the first place and he accordingly, not desiring to make a production himself,

put the matter of leasing the piece in Mr. Bright's hands. When the word came from Waller that you had accepted his offer Mr. Bright naturally could not understand how such could be the case when he knew Taber was owner of the English rights until December. As I could not definitely find out until this morning that you had released Taber I was unable to solve the difficulty under which Mr. Bright was laboring. Now, as you will readily see, I have in reality been representing your interests in finding out from Mr. Taber about the release and in making clear the situation to Mr. Bright so that Mr. Waller need not be tied up in regard to the piece. Under the circumstances I trust that you will allow us to continue to represent your interests when "D'Arcy" is finally produced in England, as the work up to now has been passing through our hands. It is needless to assure you that we will watch your interests conscientiously and carefully. I shall esteem it a favor if you will let me know your decision as to my

position, so that I may cable Mr. Bright definitely.

With kind regards,

Yours sincerely,

Elisabeth Marbury.

I have described Mr. R. Golding Bright's attitude in the matter as disingenuous as he never could have had the piece for disposal in England. Paragraph six of my contract with Taber, which I have printed further on, expressly stipulates that he, Taber, "shall not at any time or under any circumstances sublet any of the rights under this contract or any portion of such rights nor transfer this contract to any other party at any time or under any circumstances without the written consent of the said party of the first part or his authorized agent." In the circumstances therefore I hardly felt justified in paying to Miss Marbury's office a fee of ten per cent. on all my royalties, simply because Mr. R. Golding Bright had been more zealous than serviceable. As the event turned out it would probably have

been much better for the fortunes of D'Arcy in England, if I had consented to this indirect request for baksheesh.

Arrangements with Waller were completed on receipt of the following letter, dated February 20, 1904:

Imperial Theatre.

Louis Evan Shipman, Esq.,

Dear Sir,

I am obliged by your prompt reply to my cablegram. I enclose a copy of my firm offer to you, and your reply by cable, notifying the acceptance of these terms. I am somewhat relieved at your answers to my query of yesterday. I now beg to confirm cablegrams. I think it will be better for you to have the agreement drawn up in America, which as far as I can see need only be of a very simple character. I give you £200 in advance fees for the above play; the royalties to be 5% all through on the gross weekly receipts, to be paid weekly to you or your authorized agent; the play to be my

property for Great Britain, Ireland and the British Colonies (Canada excepted).

Perhaps in your reply you will state to whom I am to hand the £200, or if you would prefer it sent over to you direct.

I agree to announce your name as sole author of the play in all programmes, posters, and other advertising matter.

When sending the agreement for signature, I shall require to have Taber's agreement duly cancelled and handed over to me.

Trusting our negotiations may prove profitable to us both, I am, dear sir,

Faithfully yours,

Lewis Waller.

Financially our negotiations turned out to be not particularly profitable but as an addition to the sum of theatrical experience the gain was incalculable. I think any young author on the definiteness of the proposals in the foregoing letter might be pardoned for a stray vision or two, and that they remained visions untranslated into anything approaching reality may be judged by an-

other cable from London, dated April 4th, 1904. It reads:

Find impossible produce play. Will you accept forfeit and all rights. Cable terms.

Waller.

And in reply to my answer came a letter which I was enabled to understand by the R. Golding Bright light which shone upon it.

Imperial Theatre,
9th April, 1904.

Louis Evan Shipman, Esq.,

Dear Sir,

Mr. Lewis Waller desires me to thank you for your cable saying that you will accept £100 forfeit and all rights in D'Arcy of the Guards. Mr. Lewis Waller wishes me to express to you his great regret at not seeing his way to produce your play, but he found at the finish that it was too slight for this theatre. He thinks and hopes you will

have no difficulty in placing it in other hands.

Yours faithfully,
Lyston Lyle.

All of which made for patience, equanimity and the quiet mind, but also, on my part, for a mild curiosity; and when it was announced that Waller would produce another Colonial play, "Elizabeth's Prisoner" instead of "D'Arcy," I made inquiry of a friend in London as to the reason, if any, for the sudden alteration of plan. I quote from the reply: "Waller weakened on 'Elizabeth's Prisoner' after New York, and his syndicate followed—then they read D'Arcy and over strongly urged it, and somehow got Waller's back up. The authors of 'E. P.' and Marbury did the rest."

Mild curiosity was mildly satisfied and rather obvious surmise justified.

Mr. James K. Hackett at this time suggested that I turn the play over to his representative in London, Mr. Frank Mills,

which I did with instructions to use his own judgment. I had no suggestions to offer; in fact I was filled with a curious dubiety after the strange elusion of Waller, but with little foundation as may be seen from the following cable:

London, May 28, 1904.

'Arranged with Alexander following terms: Two hundred pounds advance, five per cent. to seven hundred, seven and half next three, ten all over. Not later than third production. Cable approval.

Mills.

"Not later than third production" meant that Mr. Alexander—now Sir George—had the privilege, according to the agreement, of making two productions before he did "D'Arcy." This was agreeable to me, so the contracts were signed, the two hundred pounds advance on royalties paid, and the "death watch" set on the programme of the St. James's Theatre. Time slipped by, as it will even when one is waiting, and the

second production succeeded the first at the beautiful little theatre in King Street. Anxiously I scanned the columns of the London Era every week for the beatified announcement, and continued to do so until the tantalizing occupation was rendered useless by word from Mills that Alexander had changed his mind, given up the idea of producing the play, and would forfeit the two hundred pounds.

It is M. Bergson, I think, who tells us that the poignancy of disappointment is lessened and rendered innocuous by constant repetition. I wonder if M. Bergson has ever written a play, sold it, and then feverishly for weeks devoured the department headed "Theatrical Gossip" in the Era, only to find that that "gossip" never had any concern with himself or his play, and never probably would have?

CHAPTER VI

WITH the lapsing of the Alexander contract, my hopes and interest in a London production of the piece faded to nothing, to be slightly fanned into flame by a letter such as the following, which Mills forwarded to me:

Dublin, Nov. 8th, 1905.

My dear Mills,

I read the play some little time ago and thought it charming but thin. Am I to understand that you have the disposal of the play, and if so will you tell me what the terms are?

With kind regards, believe me,

Sincerely yours,

Martin Harvey.

"D'Arcy's" thinness must have overcome his charm, for I heard nothing further from Mr. Harvey.

Time slipped by as it will even when one isn't waiting; more plays were written and produced, failed and succeeded. "D'Arcy" was forgotten and neglected, save on occasion when he emerged and was played by the young ladies of Bryn Mawr and Barnard Colleges, or filled a week's engagement in stock in Salt Lake City or Portland, Maine. Four years passed, and then Henry Miller, destined always for "D'Arcy's" tutelary sponsor, once more intervened.

He was playing an engagement in London at the Adelphi, and meeting Alexander asked him why he had never produced the piece; and whatever else he may have said resulted in the following cablegram, with which I was startled one autumn afternoon.

London, Nov. 11, 1909.

Louis Evan Shipman,

Wish to do "D'Arcy" next new production, terms of our old contract two hundred

already paid being in advance of fees.

Alexander,
St. James's Theatre,
London.

Which meant that the two hundred pounds advanced under the old contract, and forfeited, was to apply on the new. This suggestion was acceptable and I so replied, asking for the probable date of production; to which the cabled answer was, "February"; a period at which not even impatience could cavil.

The following letters which came closely on the above cable were a prelude to the most pleasurable experience I have ever had in my profession. After a good many years, more or less occupied with the affairs of the American theatre, there was a strange, revelatory surprise in having a play discussed, not in the terms of the market-place, but from the point of view of one artist to another. Consideration, tact, and sympathetic appreciation were shown at every turn

by Sir George Alexander and his group of able assistants, in everything connected with the production of the play.

London,
Nov. 21, 1909. 57, Pont Street,
S. W.

Dear Mr. Shipman,

I am so glad to be doing your play. I shall try to make it a perfect picture of the Georgian period. My friend, Mr. Percy Macquoid, who is a great authority on the period, will design the scenes. We have a general election here in January and until that is over things will be very difficult, the public will be thinking only of politics. I shall make it my first production after the election. Will you send me another copy of the play, and any useful information in regard to it; also a copy of the novel. Perhaps you may be able to come over yourself. Miller has been good enough to say he will give me any help he can. The part is most attractive and I think my public will like me in it. Is there any handsome and ac-

complished young American actress you could recommend for *Pamela?* Yours,

George Alexander.

Toll Gate Cottage,
26, Dec. 1909. Charleywood,
Herts.

Dear Mr. Shipman,

Thank you for the book and the copy of the play. Has the novel ever been published in England, if not could I arrange for the publication at about the same time as the production of the play—I think the one would help the other. Don't you think the little quarrel between *Dacier* and *D'Arcy* on page 196 is a good incident for the stage and might be introduced with advantage? I do. I think it will be well to have a real darkie for *Sambo.*

The models of scenes for acts 1 and 2 are completed—they are both delightful—the garden and house quite a thing of beauty. Macquoid has done beautiful sketches for costumes.

I have a great success in my revival of

COSTUME PLATE FOR "D'ARCY OF THE GUARDS"
BY PERCY MACQUOID, R. I.

"The Importance of Being Earnest," it looks like running for some time. I will write you when I put the play in rehearsal.

Yours truly,
George Alexander.

The opportunity of going to London for a few weeks came at this time and I arrived there about the middle of January. It had been twenty years since, as an impressionable fascinated lad, I had inhaled deep draughts of delicious smoke-laden air, wandered helplessly dazed but ecstatic in and out the throngs of Piccadilly and the Strand, and followed the time-worn American round of the Tower, the Museum, and the National Gallery for the first time. And as I slipped around the corner from my hotel in Arlington Street, that first night of landing, and bought a seat in the stalls of the St. James's, I remembered back those twenty years to another evening and another theatre—the Avenue, I think—when I witnessed George Alexander's first venture as an actor-manager in "Dr. Bill."

There had been many ventures in those two decades since the modest and successful experiment with anglicized French comedy, and as I sat that evening watching the very admirable performance of the best farce that has ever been written, memory drifted back with growing trepidation over the famous group that had first come to life on the stage before me: *Guy Domville, Lord Windermere, Aubrey Tanqueray, Sir George Lamorant, Lord St. Orbyn, Sir Valentine Fellowes, the Idler, Rassendyl, Villon,* besides a host of distinguished others; and I seemed to see and hear the inimitable *John Worthing,* gaily, quizzically introducing to them a slender, booted figure, in scarlet coat, and cockaded beaver, the hilt of his sword and his brass gorget gleaming romantically. "This, gentleman," he said, "is *Major D'Arcy* of the Guards, whose excuse for being in such a company as this I have been unable to discover. However, as it is something a matter of hands—and *arms* across the sea, and the color of his coat is correct, I commend him to you." To

SIR GEORGE ALEXANDER AS
MAJOR D'ARCY

which the abashed young Irishman had nothing to say, although I could have prompted him to reply very wittily.

The imaginary scene, however, decided me firmly on one thing as I walked up St. James's Street after the performance of "The Importance of Being Earnest": I would write to Alexander in the morning desiring to be released from my contract; modesty and good sense forbade the intrusion of so naïve a puppet as *D'Arcy* into such a galaxy. "What the devil would he be doing in that galley?" But modesty and common sense disappeared in the night and that following afternoon I read the play to Alexander and his stage-manager, Vivian Reynolds. Reference has been made to the unusual sensation of discussing a play with an actor and a manager, as if it were a work of art and not merely a "show" with "a punch in it," and I must allude again to the unfailing consideration and understanding with which Sir George Alexander treated my little comedy. My stay in London being necessarily brief, he had the scenes set up

for me in the theatre one afternoon, and the band assembled to play the music which he had had arranged for the production. Everything was done, which could be done, to spoil an American playwright for the inexorable conditions that confront him in his own country; conditions that are mitigated only by a rare few.

Notwithstanding the complete preparations for "D'Arcy," the success of the revival of "The Importance of Being Earnest" called for postponement of any new production, and I sailed for America with mixed feelings of disappointment and gratification, and treasuring the remembrance of courtesies and hospitality that will last always. Shortly after my return I received the following note:

57 Pont Street,
March 1st. S. W.

Dear Mr. Shipman,

I am glad you have pleasant dreams of your London visit, and hope we may see you again ere long. "Ernest" still goes swim-

mingly and looks like lasting the season out. I hope the dear public will do the same for "D'Arcy." My wife joins me in kindest remembrances,

Yours sincerely,
George Alexander.

And a month later this:

St. James's Theatre,
King Street, St. James's, S. W.

My dear Louis Shipman,

"Ernest" is now safe for the season, so our little venture will be my first autumn production. After much consideration I have engaged Miss Evelyn D'Alroy—a beautiful woman and a charming actress, for *Pamela.* She has just played the lead in "The O'Flynn," with Tree, and also *Ophelia* and *Portia* with great success and she is a find. My present idea is to rehearse the play during latter part of June and beginning of July, then to go for a holiday and return at end of August, and produce in September. I hope that my present luck

will continue, and that we shall have a success together. With kind remembrances, I am, yours sincerely,

George Alexander.

Expectations were fused into certainty; "D'Arcy" still remained the arch procrastinator, but letters from time to time reminded me that he was in good hands.

Toll Gate Cottage,
May 24. Charleywood,
Herts.

My dear Mr. Shipman,

I am glad you liked Miss D'Alroy. I think she will be excellent and she is so pretty. I shall begin rehearsals soon and get the play in good trim before my holiday and finish it off on my return. I have written Miller asking him if he is coming over in the hope that he might be able to see one or two of the rehearsals. King George is on the throne now and the name will inspire even more enthusiasm in the future. It has been a sorry time for theatrical man-

agers during the last fortnight. My wife joins me in kind remembrances.

Yours sincerely,
George Alexander.

Balmoral Lodge,
Aug. 17, 1910. Strathpeffer Spa,
N. B.

My dear Shipman,

Here I am amongst the grouse and having a good holiday and studying "D'Arcy." I return to London (where please address me) on the 3rd of September, and your play will see the light shortly afterwards. The company is very good and I am sure you will like the performance. Miss D'Alroy quite excellent, Barnes A. 1., and the others fit in the general scheme. We rehearsed the scenery, lighting and costumes before I left, and now, after three weeks' work, your dear little play will be ready for the public. I think they will like it. I hope you may be able to come over and see it.

Yours sincerely,
George Alexander.

I shall always regret that I was unable to go over to see it, but imagination prefigured it very brightly on that Tuesday evening, September 27th, 1910, when the first performance was given at the St. James's with the cast which appears on following page.

I well remember, years ago, Clyde Fitch telling me of his sensation on the night when Mrs. John Wood produced at the Court Theatre, "Pamela's Prodigy," his first play to be done in London. Those were unprosperous days for him, it was in 1891; but ill-luck and meagre days had been dreamed away before the curtain rose that night, and as he hung over the balcony rail, eager and confident, visions of luxury and reputation floated before him. At the end of the first act he gave up his private hansom; at the end of the second he discharged his valet, and when the final curtain fell he surrendered his flat in the Albany, and returned to his simple lodgings, wondering where the passage money was coming from to take him back to New York!

THIS EVENING, TUESDAY, SEPT. 27th, 1910, at 8

WILL BE ACTED

D'ARCY OF THE GUARDS

A Comedy, in Four Acts,

By LOUIS EVAN SHIPMAN

Captain and Colonel The Hon. John D'Arcy	*of the First Regiment of Foot-Guards, on the Staff of Lieut.-General The Earl Cornwallis*	Mr. GEORGE ALEXANDER
Brigadier-General Sir Edward Jennison, K.B.	*Commanding the Brigade of Foot-Guards*	Mr. STEPHEN T. EWART
Captain and Colonel Dalrymple	*(of the First Regiment of Foot-Guards)*	Mr. ASHTON PEARSE
Captain and Lieut.-Colonel Dacier	*Company Commanders of the First Regiment of Foot-Guards*	Mr. RUPERT LISTER
Captain and Lieut.-Colonel Kelter		Mr. DAVID DARRELL
Captain and Lieut.-Colonel De Courcy		Mr. JOHN HOOD
Captain and Lieut.-Colonel Pollock		Mr. ROBERT ANDERSON
Captain and Lieut.-Colonel Walsh		Mr. HENRY CLEMENTS
Captain and Lieut.-Colonel Farquhar		Mr. NORMAN GREENE

(By arrangement with Mr. GEORGE EDWARDES)

Dr. Gregory	*(Surgeon of the First Regiment of Foot-Guards)*	Mr. J. H. BARNES
Sergeant Tripp		Mr. GERALD AMES
Captain Millhausen	*Hessian Officers*	Mr. T. WEGUELIN
Captain Raab		Mr. STUART DENNISON
Captain Henry Townshend	*of the Philadelphia Dragoons, on the Staff of General Washington*	Mr. GODFREY TEARLE
Samuel Davis	*(of the Society of Friends)*	Mr. ARTHUR ROYSTON
Sambo	*(Servant at the Townshends')*	Mr. S. SPENCER
Mrs. Townshend		Mrs. G. KEMMIS
Pamela Townshend	*(her Daughter)*	Miss EVELYN D'ALROY
Cynthia Deane	*(her Niece)*	Miss MARGERY MAUDE

Act I. Garden of the Townshend House, Philadelphia. Afternoon

Act II. ... Sitting-room of the Townshend House ... Morning

Two months have elapsed.

Act III. ... The Same ... ... The same night

Act IV. ... The Same ... ... Morning

Five weeks have elapsed.

The entire action of the play takes place in Philadelphia during its occupation by the British troops, under General the Hon. Sir William Howe, K.B., and Lieut.-General The Earl Cornwallis, in the autumn and winter of 1777-8. General Washington and the American army were encamped twenty miles from Philadelphia at Valley Forge.

NOTE—It was the privilege of officers of the Foot-Guards at this period to hold a superior rank in the Army to their regimental rank, Captains, for instance, being Colonels or Lieut.-Colonels in the Army.

The Scenery and Costumes from designs by Mr. PERCY MACQUOID, R.I.

THE SCENERY PAINTED BY W. RAPHAEL.

Although I had none of Fitch's justifications for uneasiness, the age of private hansoms, and smart lodgings having been safely passed, yet there always hovers around a first "production" that trepidation which only the hazards of the theatre can engender. And while this was somewhat tempered, for it is difficult to summon vividly to the service of a twelve-year-old play, hopes and anxieties that have long since spent their force, been realized and dispelled, still there was enough potency in the ideas of "London," "the St. James's," and "Alexander," to produce a pleasant agitation.

Fortunate it was that hopes had little vitality and that anxieties had no deep concern in the event, for the cable despatches in the next day's New York papers presaged no very great success; and they were corroborated a week later by the following letter:

28 Sept. 57 Pont Street,
S. W.

My dear Shipman,

The play is too simple for the modern critic. The press has gone for it. I am sure you would be pleased with the production and acting. I hope it may interest for a time but there is no run in it. Kindest remembrances in which my wife unites.

Yours sincerely,
George Alexander.

And this from Alexander's general manager:

St. James's Theatre,
King Street,
St. James's, S. W.,
October 4th, 1910.

Dear Mr. Shipman,

The outlook, I am sorry to say, is not very bright. Why, I don't know. The audiences seem to like the play, judging by the way it is received at every performance, but unfortunately we are not doing anything like the business we should. Personally, I

am exceedingly sorry, as I really thought there would be a good public for such a bright, pretty and interesting play.

Kindest regards,

Yours sincerely,

Charles T. H't Helmsley.

D'Arcy of the Guards was given at the St. James's forty-eight times. The unanimity of the critics was too much even for the popularity of Sir George Alexander. He gave the play every opportunity that it should have had: a splendid cast, a very beautiful production, and time to make its way with the public. But while it was in no way a fiasco, or the receipts inconsiderable, yet the box-office, only barometer of the theatre, gave invariable signs of falling, not rising, interest. The critical reviews, if not sympathetic, were very just, although there was an irritating iteration in all of them, relative to the play's American origin; the one prejudice that the British dramatic critic allows himself to retain and nurture carefully. Our state is much the more

SIR GEORGE ALEXANDER AND MISS EVELYN
D'ALROY IN "D'ARCY OF THE GUARDS"

gracious in this respect, as we endure—nay welcome—so many plays of English descent.

If newspaper critics were censorious and ironic, and audiences not very numerous, there was compensation in receiving the two letters which follow here. Letters from one who has given more to the English theatre —the English drama—than anyone since Sheridan; one, whom every man who writes for the English speaking stage today must acknowledge as master.

Stillands,
8th Oct., 1910. North Chapel,
Sussex.

My dear Mr. Shipman,

Sir John Hare was down here the other day and talked about your play. He had seen it on the first night in King Street and was delighted with the charming writing, delicate characterization, and pleasant fancy contained in your work. He had much praise for the acting and mounting.

I scribble you this because Hare is a man

of great taste and one whose good opinion is, to my thinking, well worth having.

I am just now out of the way of things theatrical and don't know how "D'Arcy" is "going," but I hope that Alexander is able to send you excellent news.

Hurriedly but sincerely yours,

Arthur Pinero.

115a Harley Street,

19th November, 1910. W.

My dear Mr. Shipman,

I have a confession to make. I didn't see "D'Arcy of the Guards" after all. Alexander had reserved a box for Lady Pinero for the last night but one, and I had arranged to join her and we were to sup with Mr. and Mrs. Alexander afterwards. But, alas! the pleasant engagement fell through. My wife, who has been in delicate health for some time past, was at the last moment compelled to send an excuse, and I was not, in the circumstances, inclined to go alone.

I think that you have every reason to be satisfied with the result of the production of

your play. It had, as things go with us, nowadays, a good run, and any play which you may do here in the future will be looked to with agreeable anticipation. Don't keep our play-goers too long before you let them hear from you again.

Always yours sincerely,

Arthur Pinero.

And so the adventures proper of "D'Arcy of the Guards" come to an end. Not that there is anything improper to follow: he has not been lured into the moving-picture shows,[1] nor has he served the purposes of the lyric stage; although I can't say that there have not been temptations to both thrown in his way. But there are several matters of collateral interest, concerning plays and the theatre, impinging on the fortunes of both, which I am impelled to touch upon lightly in a final chapter, in hopes that lifting the veil somewhat from the lesser

[1] Since writing the above he has been lured, captured, and sentenced to capital punishment in the "movies." See Appendix.

mysteries may satisfy a teasing curiosity that confronts one at every turn these days, and also correct a few errors that float buoyantly on the current of misinformation in which the theatre and its denizens struggle.

CHAPTER VII

"COMMON sense, sagacity, justice of perception, openness to ideas, susceptibility to beauty, sufficient information, these qualities constitute the critic, and whoever possesses and exercises them is a critic, whatever else he may be."

J. A. Symonds.

"Real criticism.....obeys an instinct prompting it to try to know the best that is known and thought in the world."

Matthew Arnold.

"For what is at present the bane of criticism in this country? It is that practical considerations cling to it and stifle it. It subserves interests not its own."

Matthew Arnold.

I have known stoical actors, managers, and playwrights who pursued an even way, conscious that they had done their best, and, satisfied with that, completely oblivious of any critical commentary on the results of their labor. But if it were possible to have an early peep at the more human of them, the morning after a first night, the odds would be largely in favor of finding them in the midst of a rumpled array of the daily prints. I have even heard that certain high-strung members of the profession wait wearily all night at The Lambs for the earliest editions. Leaving aside the indifferent ones as abnormal, we have not far to seek for the eagerness and trepidation of the others. The actor's engagement, the manager's investment, and the profit of the playwright's labor all depend on the dicta of the little group of journalists who have rushed to their several offices immediately after the play, and written their impressions of the performance. In the circumstances, it is hardly to be wondered at that their utterances receive an attention out of all pro-

COSTUME PLATE FOR "D'ARCY OF THE GUARDS"
BY PERCY MACQUOID, R. I.

portion to either their value as judgments or the intrinsic quality of their point of view, and neither is it in any way extraordinary that they take themselves for the most part as seriously as they are taken by others. To see one's opinion in large letters plastered on hoarding and ash-barrel, to see oneself quoted in the sparkling letters of an electric sign, to have the entrée of the manager's private office, and the "star's" dressing room, does not make for any particular modesty. Nor do I say that these glories and privileges are for all, or that they influence in the slightest way the opinion of any; I do say, however, that the conditions which surround what we call dramatic criticism in this country are such that it makes that criticism valueless either as an incentive or a corrective to those in the theatre, while as a guide and interpreter to the public it is just as ineffective and futile.

And what are, in the main, these conditions? An acceptance by most of our great newspapers of the attitude of the commercial manager, that his theatres and produc-

tions are commercial undertakings to be advertised, not criticized; an acceptance of the attitude of the great mass of raw theatre-goers that they know what they like, and are, therefore, to be encouraged in their devotion to the inane, the vulgar, and the commonplace, and along with this, an insistence that the men who write about the theatre shall conform to the tastes and standards of these most important constituents of our daily journals. It follows quite naturally from any such principle of selection as this, that these men, to whom the public should look as guides and philosophers, are hardly chosen for their openness to ideas, their susceptibility to beauty or their sufficient information, neither for their endeavor to know the best that is known or thought in the world, but rather for practical considerations that cling to them and stifle them; and not until the affairs of the theatre are detached from the desire of the average newspaper for gossip and advertising, and treated with the same discrimination that is

accorded music or an exhibition of painting, will matters be much mended.

If our important weeklies, The Outlook, Harper's and Collier's, and our great monthlies should establish regular and enlightened criticism of the theatre, the stimulus would be felt not only in New York but throughout the country, and the reaction of public opinion, thus nurtured and cultivated, on actor, playwright, and manager would, I am convinced, do much to raise the drama to its rightful position, not only as the great popular amusement of the people, but as the great popular educator, in the matter of manners, morals, and literature.

The law which governs the financial success of a play has never been discovered. People of the theatre are not apt teleologists. Their reasoning runs along lines rather simple and obvious. It is much easier to put the blame for a failure, on the fact that the "tag" of the play was spoken at rehearsals, or to ascribe the reasons for success to the esoteric properties residing in

the favorite rabbit's foot of the leading lady's "make-up" box, than it is to fasten on the one or many final causes. Good plays have been known to fail and be withdrawn in a fortnight, while bad ones, next door, have thriven for months: so, where there is so little firm ground on which speculation may tread, the lighter reasoning serves as well as any other.

"D'Arcy" was given fifty performances at the Savoy, but whether the shortness of its stay was due to a black cat crossing the stage early in the run I cannot say. Miller always maintains that the only partial success of the play in New York was attributable to the damnable shooting of the hero; I have always vaguely felt that it was because he was only half shot. Romantic audiences like romantic heroes and situations are exigent and stand no trifling. And yet the pecuniary returns of the six weeks in New York were in no way despicable. The receipts for the first week were something over four thousand dollars: for the last week just under that; and the biggest week,

one of holidays, was about six thousand dollars. The gross takings were twenty-eight thousand dollars, and to satisfy the curious I give approximately the division of this sum. The managers of the theatre received fifty per cent., or fourteen thousand dollars for the rental. Miller received the other fourteen thousand, out of which he paid the expenses of the company and my royalty, which, together, came to about fourteen hundred dollars a week; giving to him a profit on the New York engagement of over four thousand dollars. Hardly what would be called unremunerative.

The amount of royalty paid to me, according to the terms of my agreement with Miller, was fourteen hundred dollars. To a young author, for whom the memory of the struggle and disappointments was already dimmed, it seemed, in the phrase of the street, "a shame to take the money," but these qualms disappear readily, and the habit of receiving royalties becomes a confirmed one. Like the man-eating tiger, a

SAVOY THEATRE

CHARLES FROHMAN, Manager

BOX OFFICE STATEMENT.

17 Performance of D'Arcy of the Guards

Date Dec 31 1901

Weather Clear

Note

	CAPACITY	ON HAND	SOLD	PRICES	
Boxes,	4	0	4	1.00	4.00
"	6	0	6	1.00	6.00
Orchestra	386	0	386	2.00	772.00
"					
1st Balcony,	76	0	76	2.00	152.00
"	117	0	117	1.50	175.50
"	56	0	56	1.00	56.00
2nd Balcony	58	0	58	.75	43.50
"	183	24	159	.50	79.50
Admissions					
"					
Exchanges					
"					
"					
"					
"					

$1,486.50

Counted by

Treasurer

RECEIVED of the Treasurer of SAVOY THEATRE

the sum of Dollars.

Box office statement of receipts for a performance of "D'Arcy of The Guards" at the Savoy Theatre, New York

taste of blood makes one ravenous for ever more.

I have touched on the matter of receipts, profits and royalties rather specifically because they are matters about which the minds of many people, both in and outside the precincts of the theatre, play with more vivacity than common sense. They translate the successes and failures of the play-house into huge sums that have no relation whatever to the actual figures; but the modest returns of a play such as "D'Arcy" are much nearer to those of the average play than the astounding reports one occasionally sees in a Sunday supplement, or hears about at the dinner tables of the ignorant.

It is told of a contemporary—*not* Oliver Herford—that on three several occasions he addressed to his valet, his cabman and a page at a club, the experimental query, "And how is the play coming on?" To which the invariable reply was, "Oh, it's all finished, sir, except putting in the dialogue." For the edification of those numberless ones who, obsessed by the "scenic idea," have all

finished "except putting in the dialogue," and for those other numberless ones who have got it in, all of whom are looking forward, and I trust not vainly, to ultimate productions and royalties, I have reproduced on the following pages (see appendix) three of the contracts which, at various times, I have made for the production of "D'Arcy of the Guards": the first with Robert Taber, the second with Henry Miller, and the third with George Alexander. They cover almost every possible contingency that can arise between author and producer, and I think they may serve as a fairly sufficient guide to the untried playwright and also prove of interest to the inconsiderable minority who are not writing plays.

The points of difference in the three agreements are very suggestive and are indicative of the special conditions that attended the making of each. Briefly the special conditions were these: Taber absolutely controlled all rights to the piece for four years with no obligation to produce during that period. There the payments spe-

cified in paragraphs one and three of his contract were bonuses, and not to be deducted from royalties, and further the percentage of royalties—see paragraph two in each of the contracts—is radically different in Taber's agreement from the other two, though a casual reading might not disclose it. The wide divergence in the practical application of these paragraphs to actual receipts will be more plainly seen by a concrete example, a very fanciful one. Suppose the gross receipts for one week to be seven thousand dollars. Under the Taber contract I would receive seven hundred dollars in author's royalties; the Miller agreement would give me four hundred and fifty dollars; and if I employed a firm of expert accountants to figure on paragraph two of the Alexander contract, with its quaint British detachment of the matinees from the rest of the performances, the royalty would be considerably less than either of the other two. The retroactive character of the royalty clause in the Taber arrangement is very unusual and was based entirely on the in-

definite plans for production. And I wish to emphasize what I've said before concerning the unwisdom of tying a play up for any such period as is stipulated in this contract. The most liberal of contracts is no compensation for an unacted play.

The agreement with Henry Miller was closely related to the fact that he intended almost immediate production, and therefore the first payment was small, and an advance on royalties; that is it was to be deducted from royalties earned before any further payments were made. In every respect this contract is perfectly equitable and in many of its provisions extremely liberal for the first play of an untried author. So much for contracts: there are innumerable variations based on special and personal considerations, but by the time these come to be a matter of discussion between manager and author, the latter is usually able to safeguard his own interests.

It is often asked how an author knows whether he is receiving his proper fees. The system of accounting is very simple, accu-

St. James's Theatre

Sole Lessee and Manager - Mr. GEORGE ALEXANDER

FINAL RETURN

PLAY D'ARCY OF THE GUARDS.

20th Performance.

Saturday 15th October 1910

	£	s.	d.
BOOKINGS (Box Office)	33	10	.
DOORS (Grand Entrance)	20	3	6
PIT	19	5	.
GALLERY	11	10	.
TOTAL CASH	84	8	6
LIBRARIES A/C	73	14	.
£	158	2	6

ADVANCE BOOKING £ 18.6.6

WEATHER Fine

J. C. Whitaker.

Box office statement of receipts for a performance of "D'Arcy of the Guards" at the St. James's Theatre, London

rate and for the most part reliable, and is as follows: the treasurer of the theatre at which the play is being performed, and the business manager of the company acting the play, "count up the house" during every performance. That is they sort and tabulate the ticket stubs that the door keeper has dropped into his locked tin-box, each one checking the other; and when their addition comes to a common sum, each signs the other's account. At the end of each week the signed statements are sent to the author with a cheque for his royalty; and it is an easy matter in this way to follow the business side of the production. I have reproduced here one of the statements of the Savoy Theatre during the run of "D'Arcy." A particularly good looking one showing every seat in the house sold except twenty-four in the second balcony; and one of the St. James's—not so good looking!

After a play has finished a successful tour "on the road" it is in continual demand for use by the various stock-companies that, for the last fifteen years or thereabouts, have

been established in nearly every city in the United States (see appendix). These companies, unheard of save in the theatrical world, outside of the communities in which they are established, have been, I think, on the whole, the most potent modern influence in the development of a rational healthy taste for the theatre that we have had in this country, besides being our only training school for actors. It is amusing to see the startled look on the faces of a New York audience, and the agitated rustle of programmes at some first performance, when an hitherto utterly unknown actor or actress makes a "hit," usually the result, if it were but known, of months and even years of steady grind at a new part every week, and a performance twice a day in Minneapolis, Denver, Salt Lake, Toledo, Providence or wherever chance has set them down. This training, crude, arduous and far removed in most instances from the wholesome and inspiring association with the other arts, is nevertheless the only course open to

young actors for acquiring the elementary technique of their profession.

But it is in their peculiar relation to the life of a play that I mention the stock companies here. There has not been a year since the original production of "D'Arcy" that it has not been played by some of these companies in various parts of the country, whereas without them its career would have ended, once it had served its purpose as the special medium for Henry Miller. In this way has gradually been formed a repertoire of American plays that is fairly representative of the movement and development of the American drama during the last twenty years. And, although most of our plays "date" very quickly, it is interesting to have the opportunity of seeing the plays of Bronson Howard, Augustus Thomas, Clyde Fitch, William Gillette, as well as many others, rescued from the limbo to which our peculiar theatrical conditions would ordinarily consign them. The method of renting or leasing these plays to different companies is usually through the offices of one or the

other of several agents that make a specialty of stock-company business. The fees range from a thousand dollars a week, for exceptional successes, all the way down to fifty dollars a week; and a popular play serves as a source of steady income for a dozen years after its first flight.

The last matter which I wish to mention is one of the first which should concern the author of a play: the legal protection of his property. I don't propose to invade the mysteries of American copyright; no one but Robert Underwood Johnson pretends to have mastered them; and as for the new English law which went into effect in July, 1912, it is beyond even the omniscience of Mr. Chesterton. There is, however, a formal but simple proceeding which serves at least as a warning to would-be trespassers, and which does not interfere with the inalienable rights that even authors have under the common law. Secure from the Register of Copyrights, Library of Congress, Washington, an application blank for "dramatic composition *not reproduced for*

sale." Fill out the application and return it, together with one typewritten copy of the play and the fee, one dollar, to the Register of Copyrights, and he will send a certificate of registration. If, however, the play is to be published in book form, "for sale," before production, the preliminaries are somewhat different and may be left to the publisher. The new English copyright act of 1912 does away with the expensive and inconvenient necessity of actually producing the play before copyright can be secured, it also abolishes that ancient place of registry, Stationers' Hall. But what it supplies in their place, outside of the provisions for ordinary copyright, would have to be decided by an arbitration court composed of mind-readers. My opinion is that the certificate of registration from our own copyright office would be recognized by English courts as valid evidence of proprietorship.

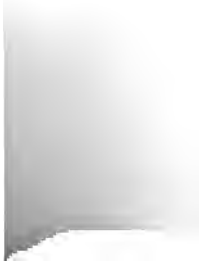
The rights of an author to his play under the common law are the same as he would have to his pocket-book, if I may be allowed to imagine that he might possess such a su-

pererogatory article. He who takes play or purse may be stealing trash, but he is accountable to the local police if he is caught. And this, whether the play be copyrighted or not. For further information relating to copyright I should advise the reading of R. R. Bowker's excellent and exhaustive treatise "Copyright: Its History and Its Law" published by The Houghton, Mifflin Company, communication direct with the Registrar of Copyrights at Washington, or consultation with a reliable astrologer. The laws which govern it are a monument to the stupidity of our legislators and complete testimony to the unimportance of the profession whose work they pretend to protect.

In conclusion, after writing compendiously of nearly everything that relates to the precarious career of a playwright, from critics to contracts, from royalties to "rights," I suppose I should devote a final paragraph to "how to write a play." But I must leave that to the larger discourse of Mr. W. T. Price and Mr. William Archer. This little book was not meant to arouse

enthusiasm for what is at best a dubious profession, but simply to inculcate that inestimable virtue, patience, in those who have been unfortunate enough to adopt it. If it in any way serves, pleasure will have waited upon duty not in vain, and American managers and "stars" may expect in the next few months an avalanche of dog-eared manuscripts, rescued from despair and sent forth again on the bright wings of hope. Let us wish that they will all find sponsors, and play to the magical sign, "S. R. O."

APPENDIX



CONTRACT MADE WITH ROBERT TABER

MEMORANDUM OF AGREEMENT made this fifteenth day of December, in the year one thousand eight hundred and ninety-nine (December 15th, 1899) between Louis Evan Shipman, of 16 Gramercy Park, New York City, United States of America, party of the first part, and Robert Taber, of 40 Dover Street, Piccadilly, W., London, England, party of the second part, and

Whereas, the said party of the first part is the author of a play in four acts, entitled "D'Arcy of the Guards," and

Whereas, the said party of the second part desires the exclusive right to produce or to have produced the said play in the United States of America. and Great Britain and her colonies, and

Now therefore, in consideration of the sum of one dollar, paid by the said party of the second part to the said party of the first part, the said party of the first part and the said party of the second part respectively agree as follows:

I

The said party of the first part agrees to sell, assign, and transfer and hereby does sell, assign, and transfer to the said party of the second part the exclusive right to produce the said play in the United States of America and Great Britain and her colonies, for which sale, assignment and transfer the said party of the second part agrees to pay to the said party of the first part or to his authorized agent, as follows: The sum of five hundred dollars ($500) on the signing and execution of this agreement, which sum shall be a bonus paid by the said party of the second part to the said party of the first part, and shall belong to the said party of the first part.

II

Also the further sum in author's royalties as follows: five per cent. (5%) on all gross weekly receipts, if the said receipts do not exceed five thousand dollars ($5,000); seven and one-half per cent. (7½%) on all gross weekly receipts, if the said receipts exceed five thousand dollars ($5,000), but do not exceed six thousand dollars ($6,000), and ten per cent. (10%) on all gross weekly receipts if the said receipts exceed six thousand dollars ($6,000) for all performances of the said play in the United States of America, Great Britain and her colonies.

III

If the said play is retained and is not produced by the said party of the second part on or before December 15th, 1902, the said party of the second part shall then pay to the said party of the first part, or to his

authorized agent, the further sum of five hundred dollars ($500), which sum shall likewise be a bonus paid by the said party of the second part to the said party of the first part, and shall belong to the said party of the first part.

IV.

If the said play is not released by the said party of the second part, and is not produced by him on or before December 15th, 1903, the said party of the second part shall then return to the said party of the first part, or to his authorized agent, all manuscripts of the said play in the possession of the said party of the second part, and all the rights of the said party of the second part in and to the said play shall cease.

V

The said party of the second part further agrees, that should he produce the said play,

to produce it in a first-class theatre and in a first-class manner, and in the evening bill.

VI

The said party of the second part shall not at any time or under any circumstances sublet any of the rights under this contract or any portion of such rights, nor transfer this contract to any other party at any time or under any circumstances without the written consent of the said party of the first part or his authorized agent.

VII

The said party of the second part, should he produce the said play, agrees to announce the name of the said Louis Evan Shipman as sole author of the said play on all posters, programmes, and other advertising matter connected with the said play.

VIII

If the said party of the second part shall at any time fail to fulfil any of the conditions set forth in Article II of this agreement the said party of the first part, or his authorized agent, may thereupon, by a registered letter sent addressed to the said party of the second part at his address, give notice terminating this agreement, and all rights granted and assigned by the said party of the first part to the said party of the second part shall thereupon revert to the said party of the first part, but without prejudice to any right or rights to compensation or damages or cause or causes of action that the said party of the first part may or might have in respect to any breach or breaches of this agreement.

IX

The agreements hereto are binding upon the heirs, executors, administrators, or rep-

resentatives of the parties hereabove mentioned.

IN WITNESS WHEREOF the parties herebelow named have set their hands and seals the day and year first above written.

LOUIS EVAN SHIPMAN,
ROBERT TABER.

CONTRACT WITH HENRY MILLER

AGREEMENT made this twenty-third day of March, one thousand nine hundred and one (March 23rd, 1901), between Louis Shipman, of Windsor, Vermont, party of the first part, and Henry Miller, of New York City, United States of America, party of the second part, and

Whereas, the said party of the first part is the author of a play in four acts, entitled "D'Arcy of the Guards," and

Whereas, the said party of the second part desires the sole and exclusive right to produce or to have produced the said play in the United States of America and in Canada,

Now, therefore, in consideration of the sum of one dollar, paid by the said party of

the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part and the said party of the second part respectively agree as follows:

¶

The said party of the first part agrees to assign, transfer, and lease, and hereby does assign, transfer, and lease to the said party of the second part, the sole and exclusive right to produce or to have produced the said play in the United States of America and in Canada, for which assignment, transfer, and lease the said party of the second part agrees to pay to the said party of the first part, or to his authorized agent, Miss Elisabeth Marbury, of the Empire Theatre Building, Broadway and Fortieth Street, New York City, United States of America, as follows:

The sum of two hundred and fifty dollars ($250), on the signing and execution of this agreement, which sum shall be in advance of

author's royalties, but under no condition is the said sum to be returned to the said party of the second part, the said sum belonging exclusively to the said party of the first part.

II

Also, after deducting the two hundred and fifty dollars ($250), paid in advance of royalties, the further sum in author's royalties, as follows: five per cent. (5%) on the first four thousand dollars ($4,000) gross weekly receipts; seven and one-half per cent. (7½%) on the next two thousand dollars ($2,000) gross weekly receipts, and ten per cent. (10%) on all gross weekly receipts which exceed six thousand dollars ($6,000) for all performances of the said play in the United States of America and in Canada.

III

If the said play is not produced by the said party of the second part on or before

the first day of September, one thousand nine hundred and one (September 1st, 1901), and, if it is retained by him, the said party of the second part agrees to pay to the said party of the first part, or to his authorized agent, the further sum of one thousand dollars ($1,000), which sum shall likewise be in advance of author's royalties, and not to be returned in any event to the said party of the second part.

IV

If the said play is not produced by the said party of the second part on or before September first, one thousand nine hundred and two (September 1st, 1902), the said party of the second part shall then return to the said party of the first part, or to his authorized agent, all manuscripts of the said play in the possession of the said party of the second part, and all rights of the said party of the second part in and to the said play shall cease, and all sums paid by the said party of the second part to the said party of the

first part, or to his authorized agent, shall be forfeited by the said party of the second part, and shall belong to the said party of the first part.

V

The said party of the second part agrees to announce the name of the said Louis Shipman, as sole author of the said play, on all posters, programmes, and other advertising matter connected with the said play.

VI

The said party of the second part agrees, that should he produce the said play, to produce it in a proper theatre and in a first-class manner.

VII

The said party of the second part agrees to furnish to the said party of the first part, or to his authorized agent, weekly statements of the gross receipts of the said play,

wherever performed in the United States of America and in Canada, and to make weekly payments of royalties, according to the terms of this agreement, to the said party of the first part, or to his authorized agent, promptly each week.

VIII

If the said party of the second part shall at any time fail to fulfil any of the conditions set forth in article seventh of this agreement (which provides for time and manner of payment of royalties) the said party of the first part, or his authorized agent, shall thereupon, by a registered letter sent addressed to the said party of the second part at his address, give notice terminating this agreement, and all rights granted and assigned by the said party of the first part to the said party of the second part shall thereupon revert to the said party of the first part; provided, however, that the royalties then due remain unpaid for a pe-

riod of fifteen days after such notice; without prejudice to any right or rights to compensation or damages, or cause or causes of action that the said party of the first part may or might have in respect to any breach or breaches of this agreement.

IX

The said party of the second part, should he produce the said play, agrees that, if during any one full theatrical season the play has not been produced seventy-five (75) times, that all his rights in and to the said play shall cease and revert to the said party of the first part.

This agreement to be binding upon the heirs, executors, administrators, or representatives of the parties hereabove mentioned.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

LOUIS EVAN SHIPMAN,
HENRY MILLER.

CONTRACT WITH SIR GEORGE ALEXANDER

MEMORANDUM OF AGREEMENT entered into this twenty-ninth day of June, 1904, between George Alexander, of the St. James's Theatre, King Street, London, S. W. (hereinafter called the party of the first part), and Louis Evan Shipman, of Windsor, in the State of Vermont, United States of America (hereinafter called the party of the second part)—

Whereby it is agreed:

That the party of the second part makes over to the party of the first part the entire acting rights in his play, "D'Arcy of the Guards," for the United Kingdom and Ireland and the English colonies (Canada excepted) for a period of seven years from the date of its production by the party of the

first part, on the following terms and conditions:

(1.) The party of the first part to pay to the party of the second part the sum of £200 (two hundred pounds) down, on the signing of this agreement, and, in consideration of this payment, the party of the first part is to have the right of producing the said play not later than the third production after "Saturday to Monday," and should the party of the first part find that his arrangements will not permit of the said play being produced as the third production after "Saturday to Monday," then the party of the first part, by payment of a further sum of £100 (one hundred pounds), may have the option of producing the said play as late as the fifth production after the above-mentioned piece ("Saturday to Monday"); and it is understood and agreed by both parties that the above-mentioned sums (two hundred pounds, and one hundred pounds) are to be considered as monies paid in advance and on account of fees; but, in the event of the said play not being produced by the

party of the first part, in accordance with the above conditions, these sums paid down by him are to be forfeited.

(2.) The party of the first part agrees to pay to the party of the second part, as fees, for all performances at his own theatre in London, or at any other London theatre under his management, 5% (five per cent.) on the gross weekly takings (reckoning a week as six nightly performances) up to the sum of £700 (seven hundred pounds),

7½% (seven and a half per cent.) on all sums from £700 (seven hundred pounds) up to £1,000 (one thousand pounds), and

10% (ten per cent.) on all sums over £1,000 (one thousand pounds); and for all matinées of the said play the fees are to be reckoned separately from the nightly performances, and to be pro rata, i. e., 5% (five per cent.) for each separate matinée up to the sum of £116:13:4 (one hundred and sixteen pounds, thirteen shillings, and fourpence),

7½% (seven and a half per cent.) on the next £50 (fifty pounds), 10% (ten per

cent.) on all sums over £166:13:4 (one hundred and sixty-six pounds, thirteen shillings, and four pence).

(3.) For all performances given of the said play by the party of the first part and his company in the Suburban or Provincial Theatres the fees payable by the party of the first part to the party of the second part are to be: 5% straight on the weekly gross receipts, and all other payments received by way of sale or royalty for performances not under the party of the first part's direct management, whether amateur or professional, or from any other source (always excepting monies received by the party of the second part on account of performances given in the United States of America and Canada) are to be equally divided between the two parties.

(4.) The party of the second part agrees to allow the party of the first part to make any alterations in the said play that he may deem necessary.

(5.) The party of the first part agrees to render weekly to the party of the second

part a statement of the receipts, and also to announce the author's name (Louis Evan Shipman) in all newspaper advertisements, bills and programmes of the said play.

(6.) It is mutually understood and agreed between both parties that this agreement is subject to the play being licensed by the Lord Chamberlain, and in the event of a license being refused this agreement becomes null and void, and all sums paid down in advance and on account of fees are to be returned by the party of the second part to the party of the first part.

In Witness of all of which the parties have hereunto set their hands.

GEORGE ALEXANDER,
LOUIS EVAN SHIPMAN.

cent.) on all sums over £166:13:4 (one hundred and sixty-six pounds, thirteen shillings, and four pence).

(3.) For all performances given of the said play by the party of the first part and his company in the Suburban or Provincial Theatres the fees payable by the party of the first part to the party of the second part are to be: 5% straight on the weekly gross receipts, and all other payments received by way of sale or royalty for performances not under the party of the first part's direct management, whether amateur or professional, or from any other source (always excepting monies received by the party of the second part on account of performances given in the United States of America and Canada) are to be equally divided between the two parties.

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In Witness of all of which the parties have hereunto set their hands.

GEORGE ALEXANDER,
LOUIS EVAN SHIPMAN.

ELISABETH MARBURY, President
EDGAR SELWYN, Vice-President
ROI COOPER MEGRUE, Secretary
ARCHIBALD SELWYN, Treasurer
HELEN TYLER, General Manager

THE AMERICAN PLAY COMPANY

1451 BROADWAY
NEW YORK CITY
TELEPHONE: 920 BRYANT
CABLE: AMPLAY

List of Stock Productions for Week Ending Feb. 14, 1914

City	Theatre	Play
Akron	Music Hall	
Atlanta	Lyric	We Are Seven
Baltimore	Auditorium	The Thief
Bayonne	Broadway	
Boston	Castle Square	The Great Ruby
Brockton	Hathaway's	The Yankee Consul
Birmingham	Lyric	St. Elmo
Brooklyn	Crescent	The Middleman
Brooklyn	Gotham	Uncle Tom's Cabin
Brooklyn	Grand	Dora Thorne
Brooklyn	Greenpoint	David Copperfield
Brooklyn	Lee Avenue	In the Bishop's Carriage
Brooklyn	Whitney	Old Heidelberg
Chattanooga	Lyric	St. Elmo
Cincinnati	Orpheum	The White Sister
Cleveland	Cleveland	By Right of Sword
Cleveland	Duchess	The Squaw Man
Cleveland	Metropolitan	Elevating a Husband
Concord	Opera House	
Denver	Denham	The College Widow
Detroit	Washington	The Girl from the Golden West
Elmira	Lyceum	The Talker
Erie	Majestic	Brown of Harvard
Evanston	Evanston	The Lost Paradise
Fall River	Bijou	Dora Thorne
Fall River	Savoy	Stop Thief
Far Rockaway	Columbia	The Deacon's Daughter
Fort Worth	Savoy	Men and Women
Haverhill	Orpheum	The Fatal Wedding
Halifax	Academy	
Hoboken	Gayety	The Traveling Salesman
Jamestown	Opera House	
Kansas City	Auditorium	Get-Rich-Quick Wallingford
Lancaster	Fulton	
Lawrence	Colonial	The Rose of the Rancho
Los Angeles	Burbank	Pretty Mrs. Smith
Lynn	Lynn	
Manchester	Park	The Great Divide
Memphis	Lyric	Salomy Jane
Milwaukee	Shubert	The Country Boy
Minneapolis	Shubert	The Strength of the Weak
Mount Vernon	Westchester	The Man Who Owns Broadway
Nashville	Orpheum	
Newark	Orpheum	The Five Frankforters
New Bedford	Hathaway's	Stop Thief
New Britain	Lyceum	
New Orleans	Dauphine	
New York	Academy	A Desperate Chance
New York	Cecil Spooner	The Million Dollar Girl
New York	Harlem	The Man Inside
New York	Metropolis	We Are Seven
New York	Prospect	The Stranger
New York	Wadsworth	The Charity Ball
Northampton	Academy	
Oakland	Liberty	The Boss
Oak Park	Warrington	The Rosary
Passaic	Passaic	In Wyoming
Philadelphia	American	The Gamblers
Philadelphia	Chestnut St.	The Man Inside
Philadelphia	Hart's	St. Elmo
Pittsburgh	Duquesne	The Master Mind
Pittsburgh	Pitt	The Blindness of Virtue
Port Arthur	Lyceum	The Wrong Mr Wright
Portland, Me	Jefferson	The Case of Becky
Portland, Ore.	Baker	The Country Boy
Providence	Empire	In Wyoming
Reading	Grand	
Reading	Orpheum	The Rosary
Richmond	Bijou	The Two Orphans
St. John	Opera House	A Message from Mars
St. Paul	Shubert	The White Sister
Sacramento	Grand	Sherlock Holmes
Salem	Empire	The Traveling Salesman
Salt Lake City	Utah	The Sword of the King
San Francisco	Alcazar	The Royal Mounted
Seattle	Seattle	Brewster's Millions
Springfield	Broadway	The Man Who Owns Broadway
Taunton	Park	
Topeka	Majestic	The Seminee River
Troy	Rand's	The Man Between
Vancouver	Empress	The Silver Horde
Washington	Poli's	The Little Minister
Waterbury	Jacque's	The Ensign
Wichita	Empress	For Her Sake
Wilmington	Avenue	Under Arizona Skies
Winnipeg	Winnipeg	The Confession

FOR WASHINGTON'S BIRTHDAY WEEK

"D'ARCY OF THE GUARDS"

"D'Arcy of the Guards" in Stock

Lyceum Theatre
45th Street, between Broadway & 6th Avenue
New York
Daniel Frohman, Manager

Dear Mr. Shipman:

I applied to the American Play Co. for the picture rights to "D'Arcy of the Guards," but they inform me it is not to be had.

I would have liked to do it in our "Famous Players Film Co." Series.

With best wishes,

Yours,
Dan'l Frohman.

Dec. 15, 1913.

"D'Arcy of the Guards" in the "Movies"

182

cent.) on all sums over £166:13:4 (one hundred and sixty-six pounds, thirteen shillings, and four pence).

(3.) For all performances given of the said play by the party of the first part and his company in the Suburban or Provincial Theatres the fees payable by the party of the first part to the party of the second part are to be: 5% straight on the weekly gross receipts, and all other payments received by way of sale or royalty for performances not under the party of the first part's direct management, whether amateur or professional, or from any other source (always excepting monies received by the party of the second part on account of performances given in the United States of America and Canada) are to be equally divided between the two parties.

(4.) The party of the second part agrees to allow the party of the first part to make any alterations in the said play that he may deem necessary.

(5.) The party of the first part agrees to render weekly to the party of the second

part a statement of the receipts, and also to announce the author's name (Louis Evan Shipman) in all newspaper advertisements, bills and programmes of the said play.

(6.) It is mutually understood and agreed between both parties that this agreement is subject to the play being licensed by the Lord Chamberlain, and in the event of a license being refused this agreement becomes null and void, and all sums paid down in advance and on account of fees are to be returned by the party of the second part to the party of the first part.

In Witness of all of which the parties have hereunto set their hands.

GEORGE ALEXANDER,
LOUIS EVAN SHIPMAN.

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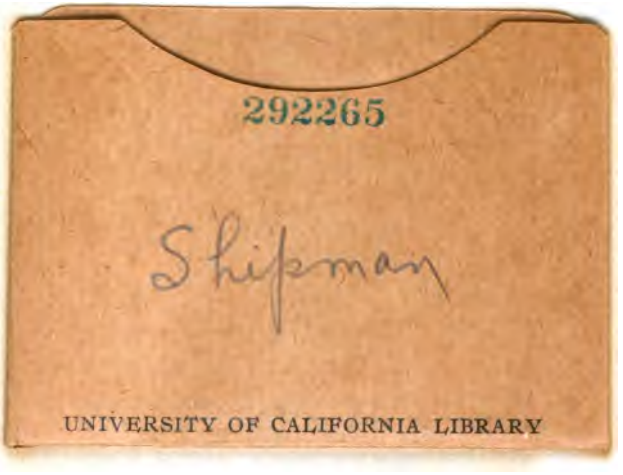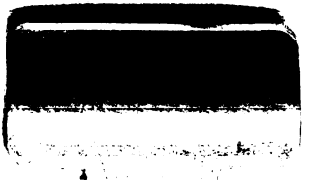
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